WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
APRIL 7, 2026
WEST POINT CITY HALL
3200 W 300 N | WEST POINT, UT 84015

Mayor:
Brian Vincent
Council:
Trent Yarbrough, *Mayor Pro Tem*
Jerry Chatterton
Annette Judd
Michele Swenson
Jeremy Strong
City Manager:
Kyle Laws

- **THIS MEETING IS OPEN TO THE PUBLIC AND HELD AT WEST POINT CITY HALL**
- **A LIVE STREAM OF THE MEETING IS AVAILABLE FOR THE PUBLIC TO VIEW:**
  » Online: - https://us02web.zoom.us/j/86565184545 **» Telephone:** 1(669) 900-6833 – **Meeting ID: 865 6518 4545**

ADMINISTRATIVE SESSION – 6:00 PM

1. **Discussion Re: Rezone & Development Agreement for Property at Appx. 2650 N 5500 W (*Scadden, Applicant*) -** *Mrs. Bryn MacDonald* pg. 4
2. **Discussion Re: Site Plan Amendment for the Salt Grass Townhomes -** *Mrs. Bryn MacDonald* pg. 27
3. **Other Items**

GENERAL SESSION – 7:00 PM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought** *(Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)*
4. **Communications and Disclosures from City Council and Mayor**
5. **Communications from Staff**
6. **Citizen Comment** *(Please approach the podium & clearly state your name and address prior to commenting. Please keep comments to a maximum of 2 ½ minutes. Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives)*
7. **Recognition of Tim Koster, Marching Muskrats Band Director –** *Mayor Brian Vincent*
8. **Consideration of Approval of West Point City Council Meeting Minutes:**
   a. January 20, 2026 pg. 64 **b. February 17, 2026** pg. 72
9. **Public Hearing Regarding a Rezone Request for Property at Appx. 2650 N 5500 W from A-5 to R-1 (*Scadden, Applicant*) -** *Mrs. Bryn MacDonald* pg. 4
   - 9.1. **Consideration of Resolution No. 04-07-2026A, Approving a Development Agreement for Property at Appx. 2650 N 5500 W** pg. 7
   - 9.2. **Consideration of Ordinance No. 04-07-2026A, Approving a Rezone of Property at Appx. 2650 N 5500 W from A-5 to R-1** pg. 24
10. **Public Hearing Regarding a Rezone Request for Property at Appx. 4762 W 700 S from A-40 to R-1 (*Gardner Sunset Ridge LLC, Applicant*) -** *Mrs. Bryn MacDonald* pg. 32
    - 10.1. **Consideration of Resolution No. 04-07-2026B, Approving a Development Agreement for Property at Appx. 4762 W 700 S** pg. 35
    - 10.2. **Consideration of Ordinance No. 04-07-2026B, Approving a Rezone of Property at Appx. 4762 W 700 S from A-40 to R-1** pg. 47
11. **Public Hearing Regarding a Rezone Request for Property at 3381 W 300 N from A-40 to R-2 (*Norton, Applicant*) –** *Mrs. Bryn MacDonald* pg. 50
    - 11.1. **Consideration of Ordinance No. 04-07-2026C, Approving a Rezone of Property at 3381 W 300 N from A-40 to R-2** pg. 52
12. **Consideration of Resolution No. 04-07-2026C, Approving an Interlocal Agreement for the Davis County Stormwater Coalition –** *Mr. Boyd Davis* pg. 55
13. **Motion to Adjourn the General Session**

Posted this 2nd day of April, 2026: Casey Arnold
Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above April 7, 2026 West Point City Council Meeting Notice & Agenda was posted at the following locations: 1) West Point City Hall, 2) official City website at www.westpointutah.gov and 3) the Utah Public Notice Website at www.utah.gov/pmn.

Casey Arnold

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 24 hours in advance at 801-776-0970.

TENTATIVE UPCOMING ITEMS

**The items listed below are for planning purposes only and are subject to change.*
They should not be relied upon as an official agenda for any City Council meeting.

Date: 04/21/2026

Administrative Session – 6:00 pm

1. Discussion Regarding the 2025 Municipal Wastewater Planning Report – Mr. Kasey Gibson

General Session – 7:00 pm

1. Consideration of Resolution No. **, Approving the 2025 Municipal Wastewater Report – Mr. Kasey Gibson
2. Consideration of Approval a Site Plan Amendment for the Salt Grass Townhomes – Mrs. Bryn MacDOnald
3. Consideration of Resolution No. **, Approving a Development Agreement for 1800 N 4300 W – Mrs. Bryn MacDonald
4. Consideration of Ordinance No. ** Approving a Rezone of Property Located at 1800 N 4300 W from A-40 to R-4 (Foothill Ditch, Applicant) - Mrs. Bryn MacDonald

---

Date: 05/05/2026

Administrative Session – 6:00 pm

1. Discussion Regarding the FY26 Amended Budget and FY27 Tentative Budget & Truth in Taxation Process – Mr. Ryan Harvey
2. Discussion Regarding the Rezone Request for Property Located at 5750 W 2425 N (Parker Family) - Mrs. Bryn MacDonald

General Session – 7:00 pm

1. Youth Council Update
2. Update from Utopia Fiber
3. Consideration of Resolution No. **, Approving a Development Agreement for Property Located at Appx. 5750 W 2425 N – Mrs. Bryn MacDonald
4. Consideration of Ordinance No. **, Rezoning Property Located at Appx. 5750 W 2425 N from A-5 to R-1 – Mrs. Bryn MacDonald

---

Date: 05/19/2026

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Ryan Harvey
2. Discussion Regarding the FY26 Amended Budget and FY27 Tentative Budget & Truth in Taxation Intent – Mr. Ryan Harvey

General Session – 7:00 pm

1. Public Hearing Regarding Amended FY26 Compensation Schedule – Mr. Ryan Harvey
2. Consideration of Resolution No. **, Approving the Amended Budget for FY26 – Mr. Ryan Harvey
    a. Public Hearing
    b. Action

Date: 06/02/2026

Administrative Session – 6:00 pm

1. Discussion Regarding FY27 Tentative Budget – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update
2. Consideration of Resolution No. ** Approving the FY27 Tentative Budget for West Point City – Mr. Ryan Harvey
    a. Public Hearing
    b. Action

CDRA

1. Consideration of Resolution R** Approving the FY27 Tentative Budget for the CDRA – Mr. Ryan Harvey
    a. Public Hearing
    b. Action

CLOSED SESSION

1. *Discussion Pursuant to UCA §52-4-205(1)(a): regarding an individual's character, professional competence, or physical/mental health*
2.

WEST POINT CITY

2026 CALENDAR

2026

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

IMPORTANT DATES

JANUARY

1	New Year's Observed-CLOSED
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
19	MLK Jr. Day - CLOSED
20	City Council - 6 PM
22	Planning Commission - 6 PM
27	Council/Staff Lunch - 12 PM

FEBRUARY

6-7	City Council Planning & Visioning Session
10	Senior Lunch - 11:30 AM
12	Planning Commission - 6 PM
16	President's Day - CLOSED
17	City Council - 6 PM
26	Planning Commission - 6 PM

MARCH

3	City Council - 6 PM
12	Planning Commission - 6 PM
17	Senior Lunch - 11:30 AM
17	City Council - 6 PM
26	Planning Commission - 6 PM

APRIL

4	EASTER EGG HUNT - 10 AM
7	City Council - 6 PM
9	Planning Commission - 6 PM
10-11	ANNUAL SPRING CLEAN-UP
14	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM
28	Council/Staff Lunch - 12 PM

MAY

5	City Council - 6 PM
7	CEMETERY CLEANING
12	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
19	City Council - 6 PM
25	Memorial Day - CLOSED
28	Planning Commission - 6 PM

JUNE

2	City Council - 6 PM
9	Senior Lunch -11:30 AM *(Loy Blake)*
11	Planning Commission - 6 PM
12	MOVIE IN THE PARK - DUSK
16	City Council - 6 PM
19	JUNETEENTH - CLOSED
25	Planning Commission - 6 PM
TBD	*MISS WEST POINT PAGEANT*

JULY

3 & 4	PARTY AT THE POINT EVENTS
6	Independence Day Observed - CLOSED
7	City Council - 6 PM
9	Planning Commission - 6 PM
10	MOVIE IN THE PARK - DUSK
14	Senior Lunch -11:30 AM *(Loy Blake)*
21	City Council - 6 PM
23	Planning Commission - 6 PM
24	Pioneer Day Holiday - CLOSED

AUGUST

4	City Council - 6 PM
7	Summer Social - 6:30 PM
11	Senior Lunch -11:30 AM *(Loy Blake)*
13	Planning Commission - 6 PM
14	MOVIE IN THE PARK - DUSK
18	City Council - 6 PM
27	Planning Commission - 6 PM

SEPTEMBER

1	City Council - 6 PM
7	Labor Day - CLOSED
10	Planning Commission - 6 PM
12	DAY OF SERVICE
15	Senior Lunch -11:30 AM *(Loy Blake)*
15	City Council - 6 PM
24	Planning Commission - 6 PM

OCTOBER

1	CEMETERY CLEANING
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Employee Training - CLOSED
20	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
23-24	ANNUAL FALL CLEAN-UP
27	Council/Staff Lunch - 12 PM
TBD	*FALL FESTIVAL/CHALK ART EVENT*

NOVEMBER

3	GENERAL ELECTION DAY
10	Senior Lunch - 11:30 AM
11	Veterans Day - CLOSED
12	Planning Commission - 6 PM
17	City Council - 6 PM
26-27	Thanksgiving - CLOSED
30	CITY HALL LIGHTING - 6 PM

DECEMBER

1	City Council - 6 PM
4	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
15	City Council - 6 PM
18	CEMETERY LUMINARY - 4 PM
24-25	Christmas Holiday - CLOSED
1	New Year's - CLOSED

*AS OF January 1, 2026

CITY COUNCIL STAFF REPORT

Subject: Rezone & Development Agreement: 2650 N 5500 W (Ivy Meadows)
Author: Bryn MacDonald
Department: Community Development
Date: April 7, 2026

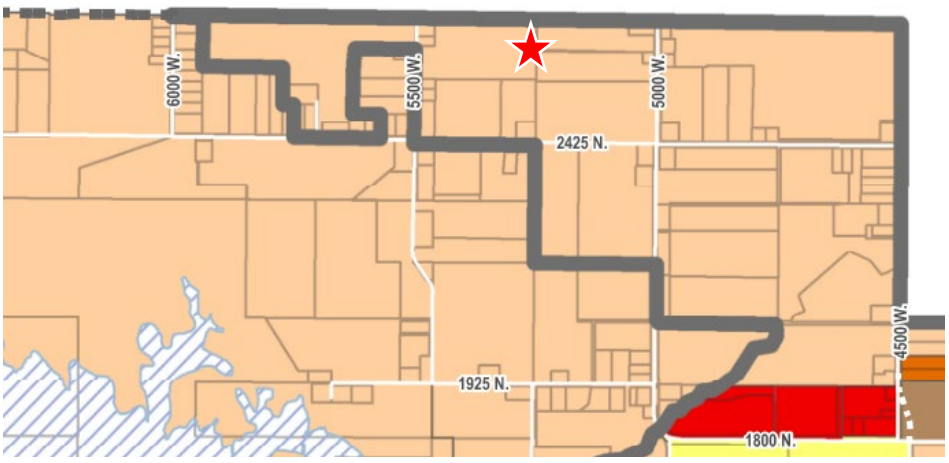
Background

Rick Scadden, representing Ivy Meadows LLC, Circle F Land & Livestock LLC, and Rulon K. and Kathleen P. Fowers, has submitted a request to rezone property located at approximately 2650 North 5500 West. The request is to rezone 38.39 acres from A-5 Agricultural to R-1 Residential. The request would allow the property to be developed with up to 84 single-family residential lots, consistent with the density permitted in the R-1 zone. There is also a development agreement being proposed for the property.

The applicant submitted this rezone application prior to the adoption of an amended General Plan in August 2025, and is therefore vested under the regulations in effect at the time the application was filed. As a result, the applicant has continued to pursue the R-1 Residential rezone request.

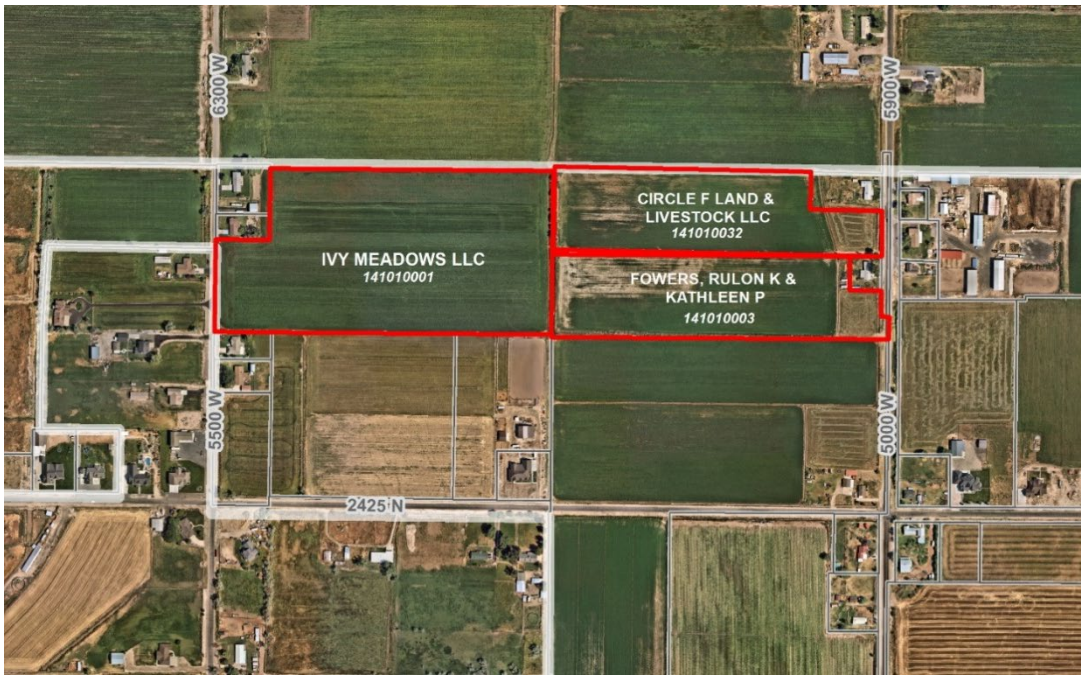
The Planning Commission held a public hearing on this rezone request on January 23, 2025. During the public hearing, the Planning Commission received extensive public comment expressing concerns related to traffic, access, and the capacity of existing infrastructure in the surrounding area. At the applicant's request, the Planning Commission tabled the item to allow the City to complete infrastructure studies for this portion of the city.

General Plan December 2024



There were concerns that the infrastructure in the area was not adequate to serve the Ivy Meadows development. The Council directed staff to move forward with infrastructure studies for the newly annexed property. The studies have been completed and were presented to the City Council on February 3, 2026.

The item went before the Planning Commission on February 12, 2026, to review the completed infrastructure studies and consider the rezone request. The Planning Commission recommended approval of the rezone to R-1.



Process

Rezoning is a legislative action, giving both the Planning Commission and City Council broad discretion in determining whether the request promotes the public welfare. Concept plans are typically reviewed concurrently with a rezone application to evaluate General Plan consistency, access, and overall development feasibility. Preliminary and final subdivision design and engineering are reviewed through a subdivision application process. A rezone must have a public hearing and recommendation from the Planning Commission. The City Council will then hold a public hearing and make the final decision.

A public hearing was held by the Planning Commission on January 23, 2025. At the applicant's request, the Planning Commission tabled any action on the rezone request to allow time for completion of an infrastructure study. That study has since been completed, and the request came back before the Planning Commission for consideration on February 12, 2026. The Planning Commission recommended approval of the rezone to R-1. The City Council must now hold a public hearing and can approve, deny, or modify the rezone request.

Analysis

This application was submitted in December, 2024, and is therefore vested under the general plan in place at that time. The applicant is requesting a rezone to R-1, which is consistent with the vested general plan.

The R-1 Residential zone allows for a maximum density of 2.2 dwelling units per acre. Based on the approximately 38-acre site, the zoning would allow for up to 84 single-family dwelling units. A concept plan with 84 lots has been submitted with the rezone request to illustrate how the property could be developed under the proposed zoning. The concept plan is provided for reference only and is intended

to demonstrate general feasibility, access, and density. Specific lot sizes, lot lines, and subdivision design are not reviewed or approved as part of the rezone process and would be evaluated through a separate subdivision application.

R-1 Zone	Required	Proposed
Maximum Density	Up to 2.2 units/acre	2.2 units/acre
Minimum Lot size	12,000 sq/ft	13,334 sq/ft

Applicants Proposal



A development agreement has been drafted to outline the required infrastructure improvements. This includes the timing of the improvements and who is responsible for the costs. The agreement also has architectural requirements and the concept plan attached. The development agreement does not require a public hearing or recommendation from the Planning Commission since there are no exceptions to the code being requested.

Recommendation

The Planning Commission recommended approval of the rezone to R-1. Staff recommends approval of the rezone to R-1 and the development agreement. Rezone requests are legislative decisions that are subject to broad discretion by the City Council to promote or protect the community's overall well-being. The CC should determine if this request complies with the intent of the general plan for this area.

Attachments

Concept Plan

Resolution

Draft Development Agreement

Ordinance

RESOLUTION NO. 04-07-2026A

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND IVY MEADOWS LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 2650 N 5500 W

WHEREAS, Ivy Meadows LLC owns the real property located at approximately 2650 N 5500 W and identified as Davis County parcel identification numbers: 14-101-0001, 14-101-0032, and 14-101-0003; and

WHEREAS, West Point City desires to enter into a development agreement with Mathew Leavitt; and

WHEREAS, West Point City and Mathew Leavitt have jointly prepared the written agreement, attached hereto; and

WHEREAS, the West Point City Council has reviewed said agreement and finds it acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED by the City Council of West Point City as follows:

1. The Development Agreement, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

PASSED AND ADOPTED this 7th day of April, 2026.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND IVY MEADOWS LLC,
2650 N. 5500 W. (38.39 acres)

THIS AGREEMENT for the development of land (hereinafter referred to as this "**Agreement**") is made and entered into this ___day of _____, 2026, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as "**City**"), and Ivy Meadows LLC(hereinafter referred to as "**Master Developer**"). City and Master Developer may collectively be referred to as the "Parties".

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of A-5 (Agricultural) to R-1 (Residential) for certain property located at approximately 2650 N. 5500 W. and contained by the following tax identification numbers: 14-101-0001, 14-101-0032 and 14-101-0003) (hereinafter the "**Subject Area**"); and

WHEREAS, the overall Subject Area consist of approximately 38.39 acres; and WHEREAS the overall Subject Area is described in the legal descriptions in more detail in "**Exhibit A**" attached hereto; and

WHEREAS, the Master Developer has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of the City's General Plan, and is depicted in more detail on "**Exhibit B**" attached hereto (the "**Concept Plan**"); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area as R-1;

WHEREAS, the City believes that entering into the Agreement with the Master Developer is in the best interest of the City and the health, safety, and welfare of its residents.

WHEREAS, the City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances;

WHEREAS the Parties desire to enter into this Agreement to specify the rights and responsibilities of the Master Developer to develop the Subject Area and the rights and

responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement;

WHEREAS, the Parties understand and intent that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., 10-20-102.

NOW, THEREFORE each of the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I

DEFINITIONS

The following terms have the meaning and content set forth in this Article 1, in this Agreement:

1.1 "City" shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Pointe, Utah 84015.

1.2 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.3 "Master Developer" shall mean Ivy Meadows, LLC. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Master Developer or any successor in interest to the Master Developer's interests hereunder.

1.4 "Master Developer Undertakings" shall have the meaning set forth in Article IV.

1.5 "Subject Area" shall mean the 38.39 acres as legally described in Exhibit A.

ARTICLE II

CONDITIONS PRECEDENT

2.1 The zoning of the Subject Area consistent with the Concept Plan is a condition precedent to Master Developer Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which means 38.39 acres of R-1 zoning.

2.2 With respect to all zoning designations, Master Developer agrees to design and construct industry standard quality structures and amenities and to comply with all landscaping provisions and land use provisions of the City's Ordinances and specific setback, landscaping requirements of Article IV of this Agreement.

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to an ordinance of the West Point City Council.

ARTICLE III

CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article II, the City shall accept an application for a subdivision of the Subject Area from the Master Developer. The subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE IV

MASTER DEVELOPER UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III, and provided Master Developer has not terminated this Agreement pursuant to Section 8.8, Master Developer agrees to the following:

4.1 Master Developer shall have the right to develop up to 84 single-family residential lots on the Subject Area, consistent with the maximum density permitted in a R-1 zone. Master developer acknowledges that the development of 84 single family lots requires the subdivision application comply with all City ordinances and the terms of this agreement. The City's entry into this agreement does not guarantee that the Developer will be able to construct all 84 single family lots.

4.2 Master Developer shall construct or cause to be constructed and installed all of the public or private infrastructure which are located on and/or necessary to service any portion of the development of the Subject Area including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities. Specifically, Master Developer shall be responsible for the following items:

4.2.1 **Storm Water Infrastructure**

The Master Developer shall be responsible for the design and construction of the storm water infrastructure depicted in **Exhibit C** (the "Improvements"), which shall include, without limitation, the following components:

a. Construction of an eighteen-inch (18") storm drain pipe along 5500 West from approximately 2650 North to 2500 North;
b. Upgrading of the existing open drainage ditch along 5500 West from approximately 2500 North to 2425 North;
c. Construction of an eighteen-inch (18") storm drain pipe crossing 2425 North at 5500 West;
d. Construction of an eighteen-inch (18") storm drain pipe crossing 2425 North at 5250 West;
e. Construction of multiple sections of thirty-six-inch (36") storm drain pipe along 5500 West from approximately 2425 North to 2100 North;

f. Upgrading of multiple sections of the existing open drainage ditch along 5500 West from approximately 2425 North to 2100 North; and
g. Construction of a thirty-six-inch (36") storm drain pipe extending west from 5500 West to an existing natural drainage feature, including the acquisition of any required easements necessary for installation of the pipe.

The estimated cost of the Improvements is **Nine Hundred Thirty-Five Thousand Two Hundred Eighty Dollars ($935,280.00)**. The Master Developer shall be solely responsible for all costs associated with the design and construction of the Improvements and shall pay the actual costs incurred at the time of construction.

It is anticipated that a portion of the construction costs may be eligible for reimbursement through applicable impact fees. In the event it is determined that any portion of such costs is reimbursable, the parties shall enter into a separate impact fee reimbursement agreement setting forth the terms and conditions of such reimbursement.

It is further anticipated that funding from Davis County may be available to cover a portion of the construction costs. If such funding becomes available, the parties shall enter into a separate agreement governing the use and application of those funds.

In the event that reimbursement through impact fees and/or funding from Davis County is not available, the Master Developer shall remain fully responsible for the payment of one hundred percent (100%) of the costs of the Improvements.

4.2.2 **Sewer Improvements**

The Master Developer shall be responsible for the design and construction of the Sewer improvements depicted in **Exhibit D** (the "Improvements"), which shall include, without limitation, the following components:

a. Install a 10 inch sewer line along 5000 W from 2425 N to 2700 N.
b. Install a 10 inch sewer line along 5500 W from 2425 N to 2700 N.

The Master Developer shall be solely responsible for all costs associated with the design and construction of the Improvements and shall pay the actual costs incurred at the time of construction.

It is anticipated that a portion of the construction costs may be eligible for reimbursement through applicable impact fees. In the event it is determined that any portion of such costs is reimbursable, the parties shall enter into a separate impact fee reimbursement agreement setting forth the terms and conditions of such reimbursement.

In the event that reimbursement through impact fees is not available, the Master Developer shall remain fully responsible for the payment of one hundred percent (100%) of the costs of the Improvements.

4.2.3 **Roadway Improvements**

The Master Developer shall be responsible for the design and construction of the roadway improvements depicted in **Exhibit E** (the "Improvements"), which shall include, without limitation, the following components:

a. Widen 2425 North from 5000 W to 5500 W. The existing road is approximately 20 ft. wide and must be widened to 26 ft. wide with a minimum of a 3 ft. gravel shoulder.
b. Widen 5500 West from 2425 N to 2700 N. The existing road is approximately 20 ft. wide and must be widened to 23 ft. wide with a minimum of a 3 ft. wide gravel shoulder. Where the roadway is adjacent to the Master Developer's property, the roadway must be widened to the full width according to the city standard, including curb, gutter, and sidewalk.

The estimated cost of the Improvements is **Two Hundred Ninety Seven Thousand Five Hundred Thirty Dollars ($297,530)**. The Master Developer shall be solely responsible for all costs associated with the design and construction of the Improvements and shall pay the actual costs incurred at the time of construction.

It is anticipated that a portion of the construction costs may be eligible for reimbursement through applicable impact fees. In the event it is determined that any portion of such costs is reimbursable, the parties shall enter into a separate impact fee reimbursement agreement setting forth the terms and conditions of such reimbursement.

It is further anticipated that funding from Davis County may be available to cover a portion of the construction costs. If such funding becomes available, the parties shall enter into a separate agreement governing the use and application of those funds.

In the event that reimbursement through impact fees and/or funding from Davis County is not available, the Master Developer shall remain fully responsible for the payment of one hundred percent (100%) of the costs of the Improvements.

4.3 CCRs. Master Developer shall record Covenants, Conditions and Restrictions providing for the following:

4.3.1 The following restrictions on single-family homes built in the subdivision:

i. Exterior materials must meet one of the following two options:

a. A minimum of 40 percent brick or stone on the front of the home with a three-foot wainscot of brick or stone on both sides extending to the rear of the home three feet from the front corner and the remainder to be fiber cement board or stucco.

b. All front and side exterior walls, including corner lots, shall be constructed of 100 percent brick, rock, stone or engineered siding (includes fiber cement boards such as Hardie) as a stand-alone product or in combination with other materials previously mentioned. Specific to the front face of the house, homes with 100 percent engineered siding, must use a different pattern on the gables.

ii. Minimum square footage of 1,400 sq. ft. on main level for rambler style homes.

iii. Minimum square footage of 1,900 sq. ft. above grade for two story style homes.

iv. Minimum square footage of 1,750 sq. ft. for one story, slab on grade style homes.

v. All homes must have a minimum 4-12 pitched roof.

vi. All homes will have a minimum 2 car garage side by side, not tandem.

vii. No vinyl siding will be allowed.

4.4 Impact Fees. Master Developer agrees to pay all impact fees required at the time a building permit is submitted.

4.5 Amendments. Master Developer agrees to limit development of the Subject Area to the residential and open space uses provided herein unless otherwise set forth in this Agreement.

4.6 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V

GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits-Master Developer. Master Developer shall have the sole responsibility for obtaining all necessary building permits in connection with Master Developer Undertakings pertaining to the development of the Subject Area and shall apply for such permits directly to the City and other appropriate agencies having authority to issue such permits in

connection with the performance of Master Developer Undertakings. City shall not unreasonably withhold or delay the issuance of permits.

5.2 Completion Date. The Master Developer shall, in good faith, reasonably pursue completion of the development of the Subject Area. The development of the Subject Area must meet the requirements of this Agreement and the City's ordinances and regulations applicable thereto.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Master Developer and their contractor, representatives of the City shall have the right to access the Subject Area without charges or fees during the performance of the Master Developer Undertakings.

5.4 Federal and State Requirements. If any portion of the Subject Area to be developed is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Subject Area shall comply with all such regulations,, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

5.5 Basements. Basements may be permitted in the Subject area subject to West Point City Code section 15.16.010.

ARTICLE VI

REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or a permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If Master Developer fails to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the applicable development of the Subject Area cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Master Developer, as the case may be, no any successor in interest, shall be considered in breach or default of its obligations with respect to its construction

obligations pursuant to this Agreement, in the event the delay in performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually sever weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

ARTICLE VII

VESTED RIGHTS-INFRASTRUCTURE IMPROVEMENTS

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City's reserved legislative powers under Section 7.2 below.

7.2 Reserved Legislative Powers. The Parties acknowledge that City is restricted in its authority to limit police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police power, such legislation shall only be applied to modify any development standards that are applicable to the development under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Master Developer shall be entitled to prior written notice and opportunity to be heard with respect to any proposed change and its applicability to the development under the compelling, countervailing public interest exception to the vested rights doctrine.

7.3 Infrastructure and the Provision of Municipal Services

7.3.1 Construction of Necessary Infrastructure. Master Developer shall have the obligation to construct or cause to be constructed and installed all of the public or

private infrastructure which are located on and/or necessary to service any portion of the development of the Subject Area including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities.

7.3.2 Maintenance of Private Roads and Improvements. Master Developer shall have the duty to maintain or cause to be maintained all private areas designated as such on subdivision plats that are located on the Subject Area. The Master Developer shall have the duty to maintain or cause to be maintained any detention ponds within the subdivision. The Master Developer may transfer the ownership and maintenance responsibilities for the detention ponds to the Home Owner's Association or to a private individual.

ARTCILE VIII

GENERAL PROVISIONS

8.1 Successors and Assigns of Master Developer. This Agreement shall be binding upon Master Developer and its successors and assigns, and where the term "Master Developer" is used in this Agreement it shall mean and include the successors and assigns of Master Developer. The City shall not unreasonably withhold or delay its consent to any assignment or change in Master Developer (successor or assign of Master Developer) of the Subject Area.

8.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Master Developer:

To City: WEST POINT CITY CORPORATION

3200 West 300 North

West Point, Utah 84015

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

8.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Master Developer.

8.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

8.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Master Developer affected by the amendment.

8.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

8.7 Attorney Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorney fees.

8.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

8.8.1 With regard to Master Developer Undertakings, performance of the Master Developer Undertakings as set forth herein.

8.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon Master Developer's request (or the request of Master Developer's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

8.9 Recordation. This Agreement shall be recorded upon approval and execution of this Agreement by the Master Developer and the City's granting of the zoning approvals contemplated in Article II.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

WEST POINT CITY CORPORATION

_____

[Mayor's Signature]

ATTEST:

_____

[City Recorder]

IVY MEADOWS, LLC

_____

[Authorized Signator for Ivy Meadows]

EXHIBIT A
LEGAL DESCRIPTIONS

Parcel ID Numbers:
14-101-0001
14-101-0032
14-101-0003

EXHIBIT B
CONCEPT PLAN



EXHIBIT C
STORM WATER IMPROVEMENTS

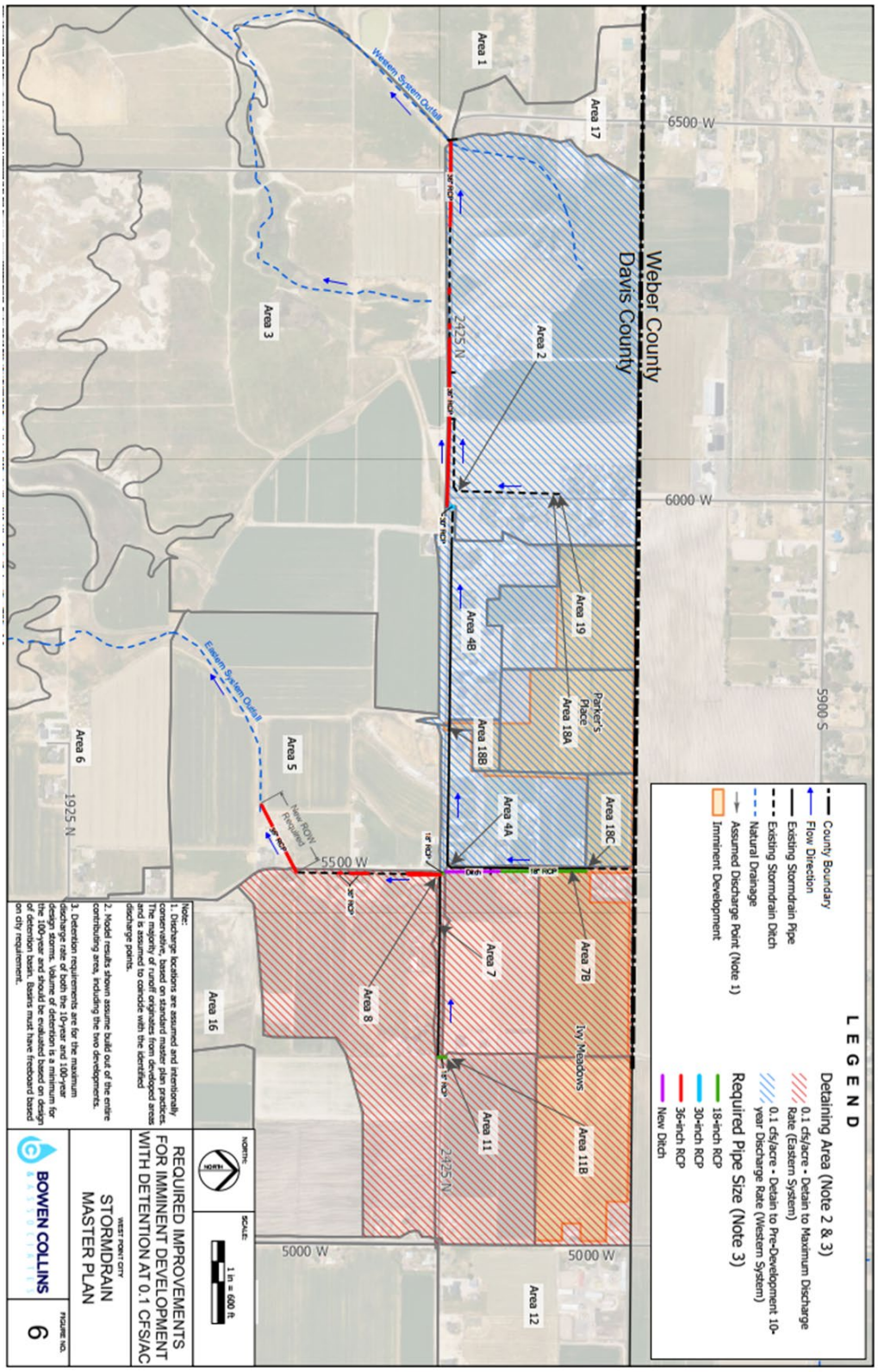


EXHIBIT D
SEWER IMPROVEMENTS

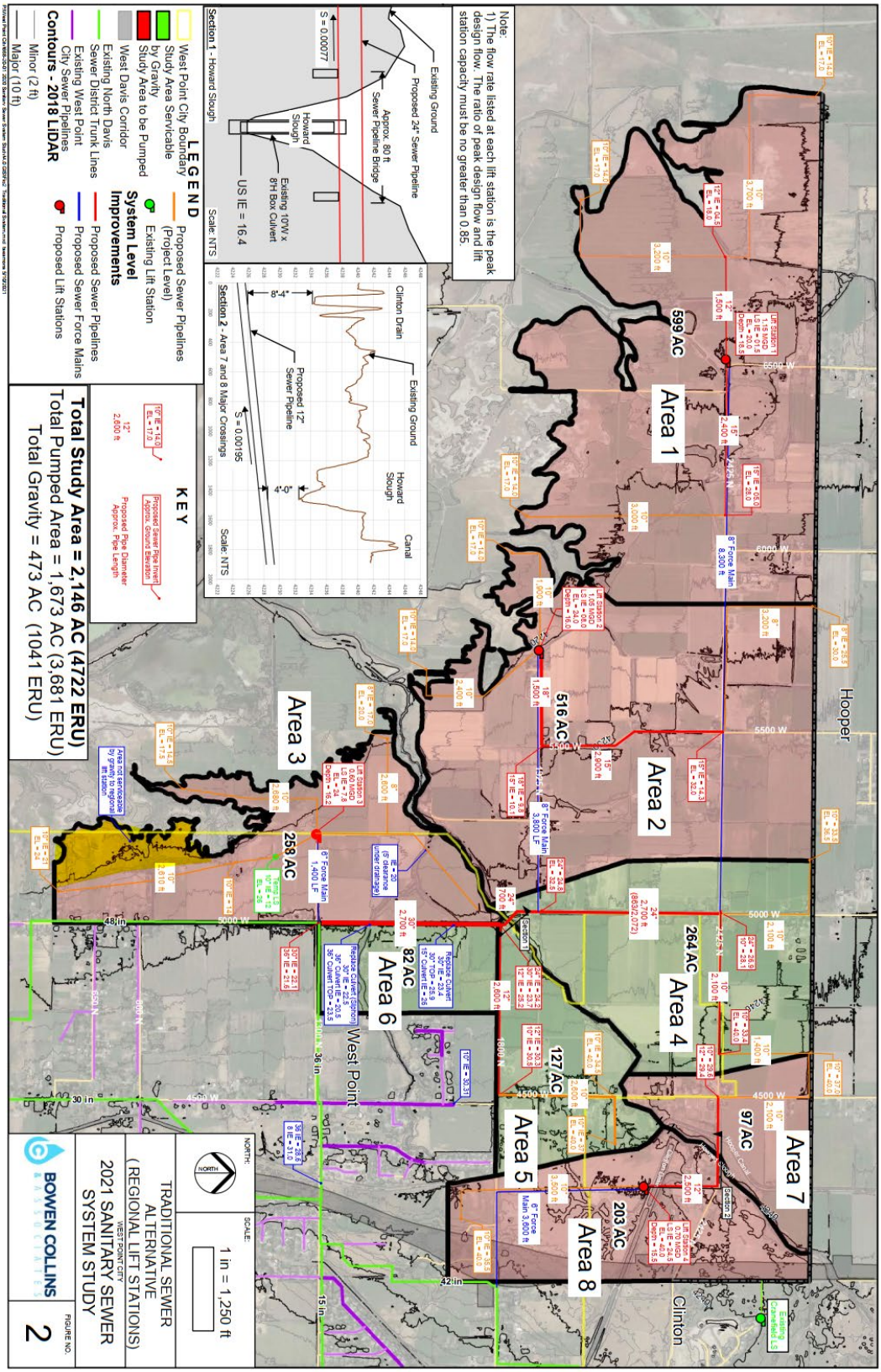
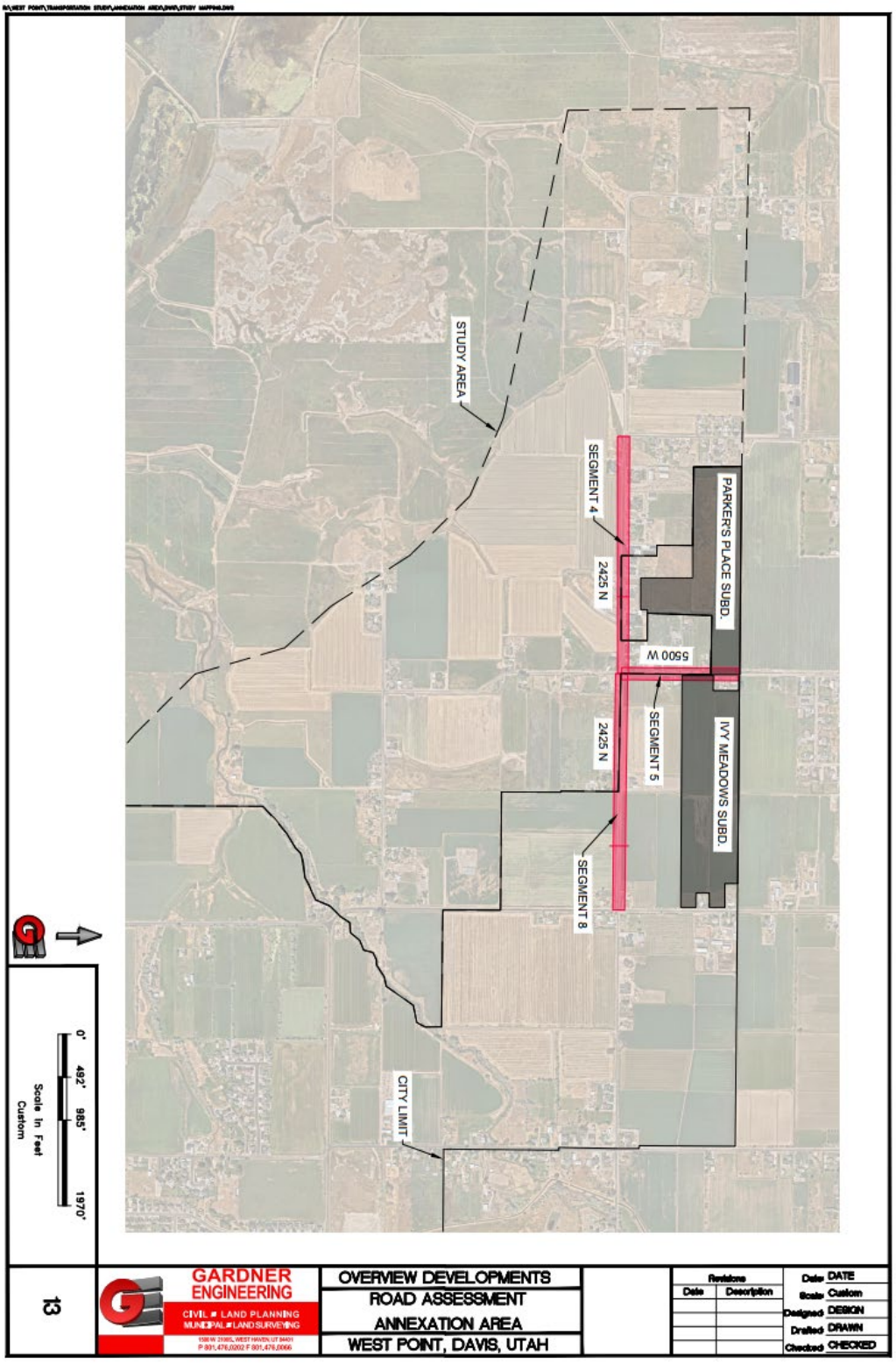


EXHIBIT E
ROADWAY IMPROVEMENTS



ORDINANCE NO. 04-07-2026A

AN ORDINANCE REZONING PROPERTY LOCATED AT 2650 N 5500 W FROM A-5 to R-1 (Residential)

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City") has determined to rezone certain property; and

WHEREAS, a public hearing was duly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the City Council has duly considered said rezone; and,

WHEREAS, the City Council, after due consideration of said rezone, has concluded that it is in the best interest of the City and the inhabitants thereof that said rezone be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the property from the A-5 zone and placing the property in the R-1 zone.

Legal Description:

See Exhibit A attached hereto.

Section Two: **ORDINANCES TO CONFORM WITH AMENDMENTS**

The West Point City Director of Community Development is hereby authorized and directed to make all necessary changes to the West Point City Zoning Map to bring it into conformity with the changes adopted by this Ordinance.

Section Three: **Severability**

In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

Section Four: **Effective Date**

This Ordinance shall take effect immediately upon passage and adoption and publication of a summary as required by law.

DATED this 7th day of April, 2026.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

_____
Casey Arnold
City Recorder

EXHIBIT A

Parcels:

14-101-0001
14-101-0003
14-101-0032

CONTAINS 38.16 ACRES

CITY COUNCIL STAFF REPORT

Subject: Site Plan Amendment –
Salt Grass Townhome Subdivision
Author: Bryn MacDonald
Department: Community Development
Date: April 7, 2026

Background

The applicant, K. Beau Ogzewalla, representing 317 Westpoint, LLC, is requesting to amend the site plan for the Salt Grass Townhome Subdivision, located at approximately 1800 North 4500 West. The Planning Commission originally approved the preliminary plat for the development in March 2023. At that time the development included 132 townhome units. The preliminary plat was amended in July 2024, which modified the layout of the development and reduced the total number of units to 116. The site plan for 116 units was approved by the Council on July 16, 2024. The applicant is now requesting another preliminary plat amendment, which would restore the project to the original development of 132 units.

This property is subject to a development agreement approved in June, 2022. The agreement entitles the developer up to 132 townhomes units, subject to compliance with all site plan and subdivision regulations. There were potential wetlands identified on the west side of the property. In order to move forward without delay, the developer opted to remove the units off the potential wetland property. The Army Corps has now cleared the property of any wetland issues so the developer would like to put the units back on the property.



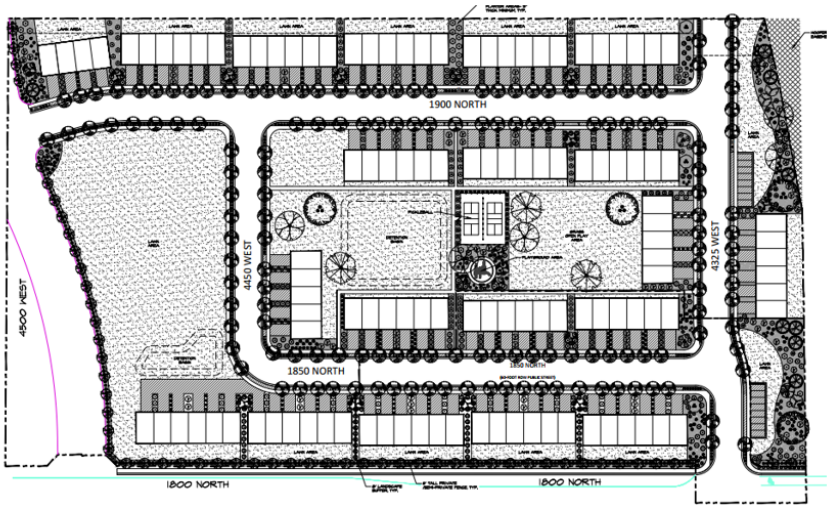
Process

Site plan approval is an administrative decision in which the Planning Commission determines whether the proposed subdivision complies with the applicable requirements of the West Point City Code, including zoning standards, subdivision design requirements, and development regulations. If the Planning Commission determines the proposal meets these standards, they will make a recommendation to the City Council, who makes the final decision.

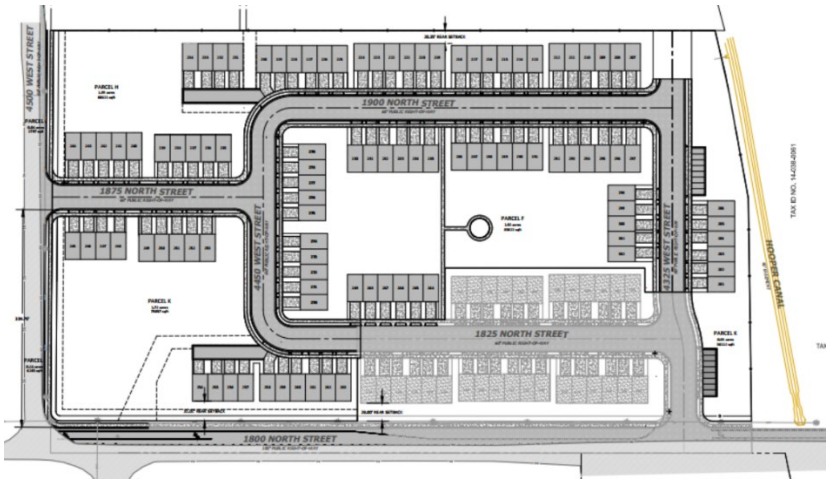
Analysis

The Salt Grass Townhomes are located on the northeast corner of 4500 West and 1800 North and contains approximately 16.5 acres. The applicant is requesting approval of a site plan amendment to restore the development to the original number of units. While the overall development concept remains similar to the original plan, several modifications have occurred since the previous preliminary plat amendment was approved in 2024.

Preliminary Plan
May 2024



Preliminary Plan
March 2026



Internal Street Layout

The most notable change in the proposed amendment relates to the internal street layout within the development. The previous plan included the realignment of 4500 W through the property. UDOT has now decided to align the intersection on the south side of 1800 North, so the development no longer needs to dedicate additional property for the road. The main access onto 4500 South has also been moved farther south, which allows for better spacing with other planned roads to the north.

Other Changes from the Previously Approved Preliminary Plat

Item	*Previous Site plan (2024)*	Proposed Amendment (2026)
4500 West Alignment	*The plan incorporated a roadway adjustment to accommodate the alignment of 4500 West north of the 1800 North intersection.*	UDOT has determined the alignment will shift further south and will not impact the project area. The roadway adjustment is no longer necessary and the original street configuration has been restored.
Unit Count	*Reduced from 132 units to 116 units.*	Restores the original 132-unit layout, which is consistent with the development agreement.
Building Layout	*Several building clusters were removed or reconfigured to accommodate the reduced unit count.*	Building clusters have been restored to match the original site configuration.
Open Space Configuration	*Open space areas were expanded or reconfigured as part of the reduced density layout.*	Open space areas have been reconfigured to align with the original development layout.

The current proposal has been reviewed for compliance with City Code. All comments from staff and reviewing agencies have been submitted and addressed by the applicant. The subdivision is subject to a development agreement approved by the City Council in June 2022. The agreement allows up to 132 units within the development and includes an approved concept site plan, along with building elevations and landscaping requirements for the project. The current amendment relates only to the layout and does not modify those previously approved elements.

The site plan was originally approved with several conditions. These conditions will need to be modified based on the changes to the site plan. The amended conditions are as follows:

1. The interior units of phase 2 (adjacent to the park) shall be built first and the park with all amenities shall be built prior to building permits being issued on the exterior units. These amenities shall include 2 pickleball courts, playground equipment, and landscaped open space as depicted in the site plan.
2. The HOA shall maintain the stub road on the northeast side of the subdivision in a way that would discourage weed growth and long-term parking.
3. Provide a 6-foot vinyl fence along the east property line prior to certificate of occupancy being issued for the townhome building adjacent to the canal.
4. ~~The developer shall pay a fee in lieu for the fence, landscaping buffer, park strip, and side walk to be constructed along 4500 West. The amount of the fee shall be reviewed~~

~~and approved by the City Engineer.~~ The developer shall construct the fence, landscaping buffer, park strip, and sidewalk along 4500 W.

~~5. The developer shall dedicate the property for 4500 West to the City as part of phase 1.~~

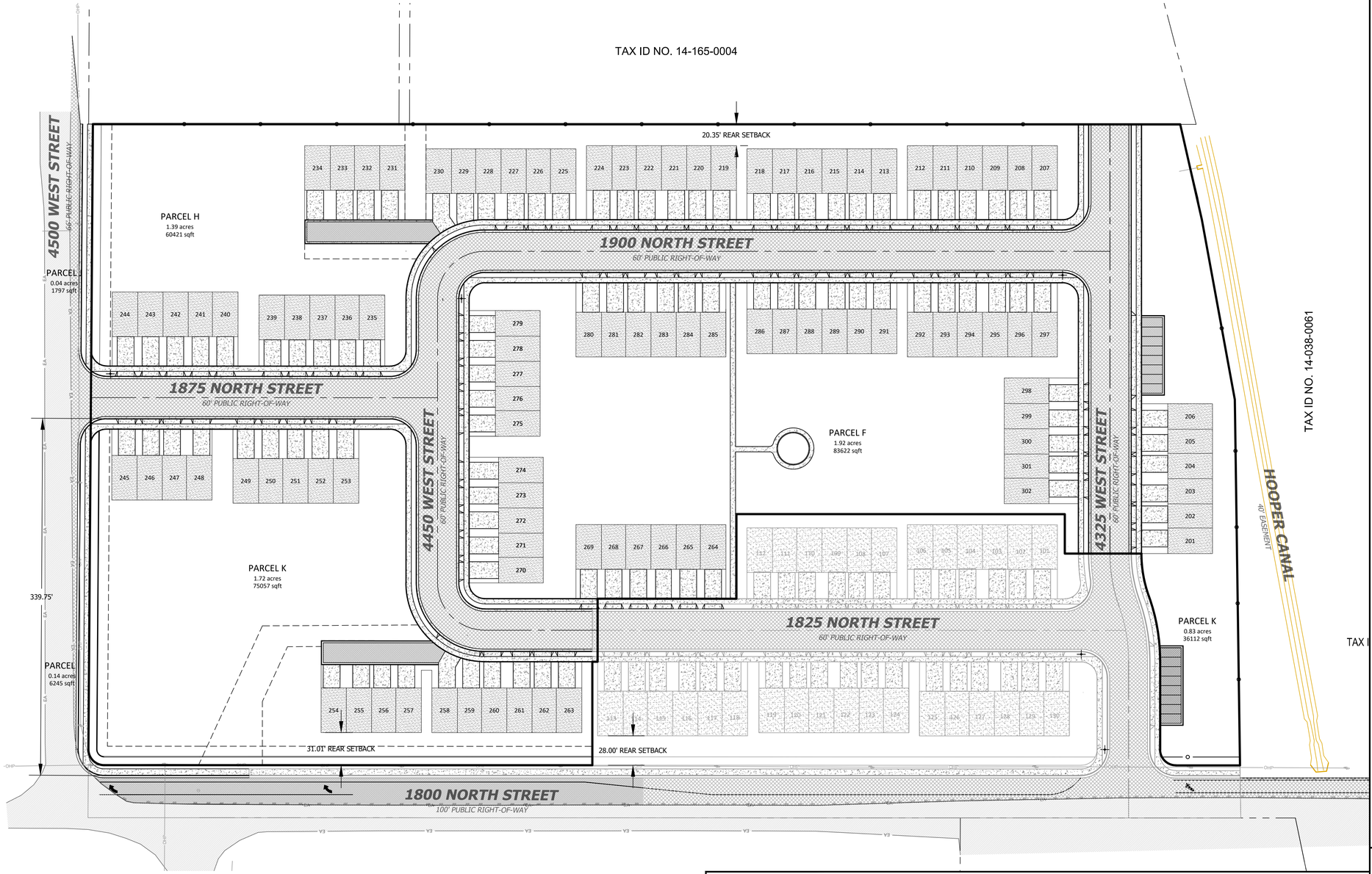
6. The improvements along 1800 N, including sidewalk, park strip, and landscaping buffer, shall be completed as part of phase 2, but shall be bonded for as part of phase 1. The fencing in phase 1 shall be installed with phase 1.

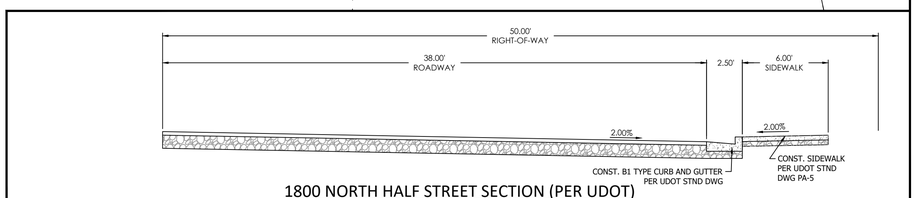
Recommendation

This item is on for discussion only. No action is required at this time. The Planning Commission recommended approval of the site plan amendment for the Salt Grass Townhomes.

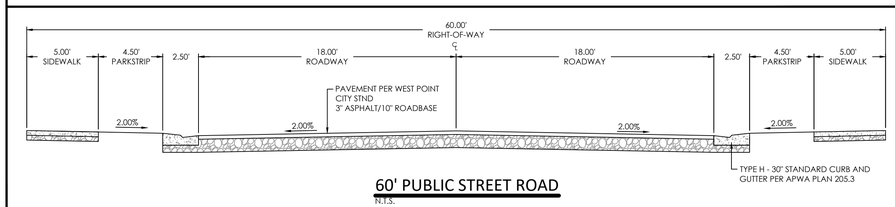
Attachments

Site Plan





1800 NORTH HALF STREET SECTION (PER UDOT)
N.T.S.



60' PUBLIC STREET ROAD
N.T.S.

Site Data

LOCATION:	WEST POINT CITY
ZONING:	R-4
PROPERTY SIZE:	718,776 / 16.50 AC
NUMBER OF UNITS:	132
HARD SURFACE AREA:	327,764 SF (46%)
LANDSCAPE AREA:	284,741 SF (40%)
PARKING:	324 STALLS (GARAGES)
	324 STALLS (DRIVEWAYS)
	16 GUEST STALLS
	664 TOTAL STALLS
PARCEL A	6,032 SF OPEN SPACE
PARCEL B	13,650 SF OPEN SPACE
PARCEL C	3,795 SF LANDSCAPE BUFFER
PARCEL F	83,622 SF OPEN SPACE
PARCEL G	34,122 SF LANDSCAPE BUFFER
PARCEL H	60,421 SF OPEN SPACE
PARCEL I	6,245 SF LANDSCAPE BUFFER
PARCEL J	1,797 SF LANDSCAPE BUFFER
PARCEL K	75,057 SF OPEN SPACE
TOTAL	284,741 SF

Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

N

W E

S

50 0 50 100 150

Scale: 1" = 50'

HUNT · DAY
3445 Antelope Drive, St 200
Syracuse, UT 84075
PH: 801.664.4724

PROJECT TITLE

SALT GRASS TOWNHOMES

1800 NORTH 4500 WEST
WEST POINT CITY, UTAH

REVISIONS

REV.	DATE	DESCRIPTION	BY
1	01-05-2023	INITIAL SUBMITTAL	TP

ENGINEERS STAMP

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT STATUS

Initial Submittal

PROJECT INFO.

Engineer:	GBD
Drawn:	KE
Checked:	-
Date:	01/31/2023
Proj. No.	-

SHEET TITLE

Preliminary Site Plan

SHEET NO.

C100

RYAN H C:\Users\Owner\Hunt Day Dropbox\Projects\101-01 Salt Grass Townhomes\Sheets\Preliminary Site Plan 3/11/2026 10:03 AM

CITY COUNCIL STAFF REPORT

Subject: Rezone & Development Agreement
Appx. 4762 W 700 S
Author: Bryn MacDonald
Department: Community Development
Date: April 7, 2026

Background

The applicant, Rulon Gardner, representing Gardner Sunset Ridge, LLC, is requesting a rezone of 17.04 acres located at approximately 4762 West 700 South from A-40 Agricultural (1 unit/acre) to R-1 Residential (2.2 units/acre). The property is designated R-1 Residential in the West Point City General Plan.

Process

Rezoning is a legislative action, giving both the Planning Commission and City Council broad discretion in determining whether the request promotes the public welfare. Concept plans are typically reviewed concurrently with a rezone application to evaluate General Plan consistency, access, and overall development feasibility. Preliminary and final subdivision design and engineering are reviewed through a subdivision application process.

The Planning Commission had a public hearing on February 12, 2026. There were three comments received at the public hearing regarding the proposed development. There were questions about future improvements on 700 South, where the storm water would drain to, and if culinary water was available. The City Council must now hold a public hearing and make the final decision.

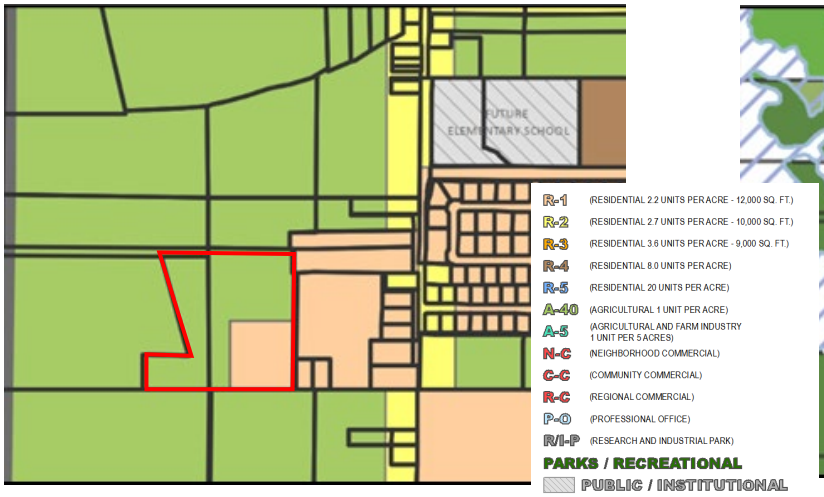
Analysis

The application is to rezone 17.04 acres to R-1 (Residential/2.2 units per acre). The property is identified in the General Plan as R-1 (Residential). The applicant is proposing a single-family subdivision of 37 lots that aligns with the requirements of the R-1 zone.

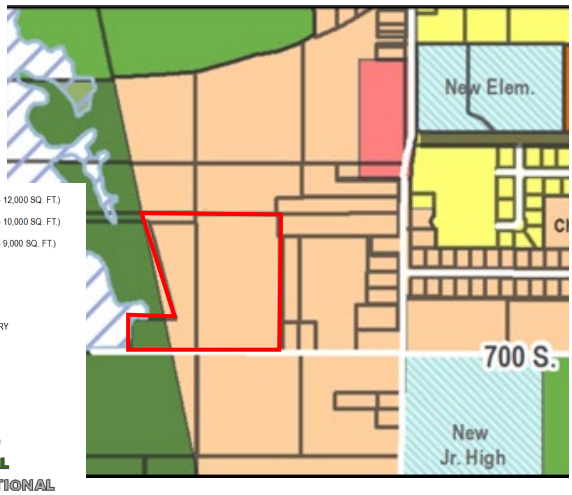
This property was previously under consideration for a rezone in 2022. A key issue during the earlier review was the question of whether 700 South was a public or private road. Subdivisions must have access onto a public road. Since then, a court decision has established that 700 South is a 66-foot wide public street, which allows the applicant to rely on it for access. As part of the subdivision, 700 South will need to be improved to City public-street standards. The City Engineer is reviewing the required roadway cross-section and improvements needed to bring the road up to code.

City Code allows up to 30 lots to be served by a single access. Since the concept plan includes 37 lots, a second access will be required for the entire project to move forward. That second access is anticipated to be provided through the Carlisi property to the east, which is expected to develop in the near future. The North Davis Fire District has reviewed the proposed access layout and has indicated that with both access points in place the development would meet Fire Code requirements for emergency response.

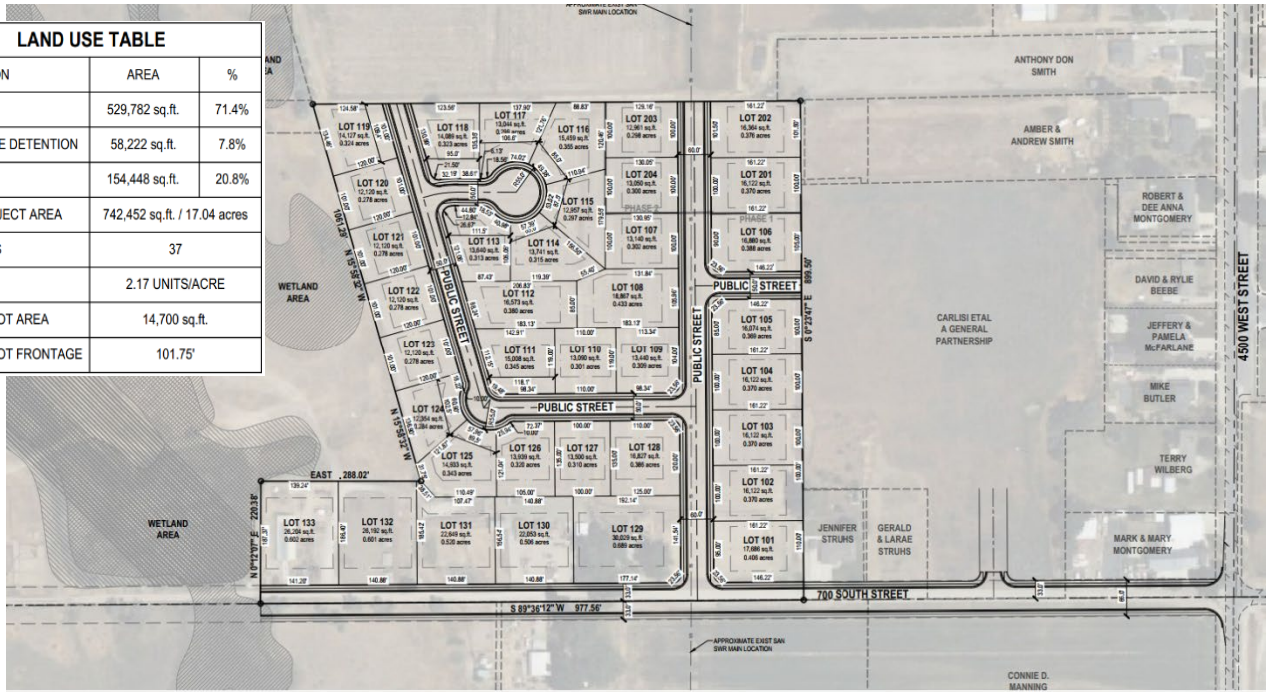
CURRENT ZONING



GENERAL PLAN



LAND USE TABLE		
DESCRIPTION	AREA	%
LOT AREA	529,782 sq.ft.	71.4%
OPEN SPACE DETENTION	58,222 sq.ft.	7.8%
ROADWAY	154,448 sq.ft.	20.8%
TOTAL PROJECT AREA	742,452 sq.ft. / 17.04 acres	
TOTAL LOTS	37	
DENSITY	2.17 UNITS/ACRE	
AVERAGE LOT AREA	14,700 sq.ft.	
AVERAGE LOT FRONTAGE	101.75'	



Recommendation

The Planning Commission recommended approval of the rezone to R-1. Staff recommends the City Council hold a public hearing, consider public comment, and determine whether the request is appropriate based on General Plan consistency, compatibility with surrounding land uses, and the information presented.

Attachments

Concept Plan
Engineering Comments
Resolution
Development Agreement
Ordinance

811 Know what's below. Call before you dig.

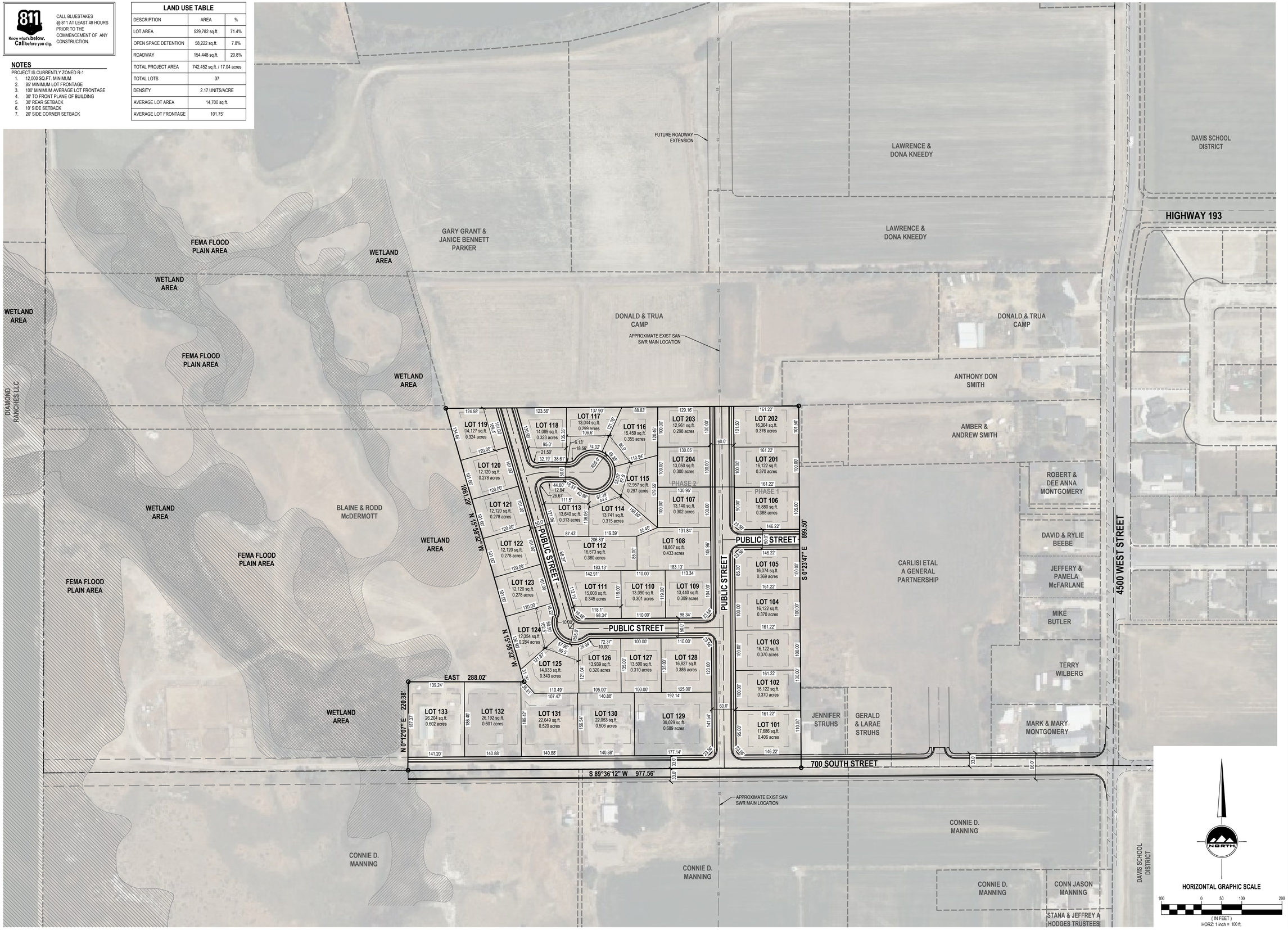
CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

NOTES

PROJECT IS CURRENTLY ZONED R-1

1. 12,000 SQ.FT. MINIMUM
2. 85' MINIMUM LOT FRONTAGE
3. 100' MINIMUM AVERAGE LOT FRONTAGE
4. 30' TO FRONT PLANE OF BUILDING
5. 30' REAR SETBACK
6. 10' SIDE SETBACK
7. 20' SIDE CORNER SETBACK

LAND USE TABLE		
DESCRIPTION	AREA	%
LOT AREA	529,782 sq.ft.	71.4%
OPEN SPACE DETENTION	58,222 sq.ft.	7.8%
ROADWAY	154,448 sq.ft.	20.8%
TOTAL PROJECT AREA	742,452 sq.ft. / 17.04 acres	
TOTAL LOTS	37	
DENSITY	2.17 UNITS/ACRE	
AVERAGE LOT AREA	14,700 sq.ft.	
AVERAGE LOT FRONTAGE	101.75'	



HORIZONTAL GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

HORZ: 1 inch = 100 ft.

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP
CONTACT:
CLIENT CONTACT
PHONE: 801-000-0000

SUNSET RIDGE

696 SOUTH 4500 WEST
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
1-5-26
STATE OF UTAH
CAMERON HESS PRESTON

CONCEPT PLAN
R-1-10 ZONE

PROJECT NUMBER 11199	PRINT DATE 1/5/26
DRAWN BY M.ELMER	CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON	

1 OF 1

RESOLUTION NO. 04-07-2026B

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND GARDNER SUNSET RIDGE LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 4762 W 700 SOUTH

WHEREAS, Gardner Sunset Ridge LLC owns the real property located at approximately 4762 W 700 S and identified in the legal description attached in Exhibit A; and

WHEREAS, West Point City desires to enter into a development agreement with Gardner Sunset Ridge LLC; and

WHEREAS, West Point City and Gardner Sunset Ridge LLC have jointly prepared the written agreement, attached hereto; and

WHEREAS, the West Point City Council has reviewed said agreement and finds it acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED by the City Council of West Point City as follows:

1. The Development Agreement, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

PASSED AND ADOPTED this 7th day of April, 2026.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

Exhibit A

Legal Description
Parcel ID numbers: 12-044-0062 and 12-044-0061

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND GARDNER SUNSET RIDGE LLC (4762 W 700 S)

THIS AGREEMENT for the development of land (hereinafter referred to as this "**Agreement**") is made and entered into this _____ day of _____, 2026 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as "**City**"), and GARDNER SUNSET RIDGE LLC, (hereinafter referred to as "**Master Developer**"). City and Master Developer collectively referred to as the "Parties" and separately as "Party."

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of A-40 (Agricultural) to R-1 (Residential) for certain property located at approximately 4762 W 700 S and contained by the following tax identification numbers: 12-044-0062 and 12-044-0061 (hereinafter the "**Subject Area**"); and

WHEREAS, the overall Subject Area consists of approximately 17.04 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in "**Exhibit A**" attached hereto; and

WHEREAS, Master Developer is the current owner of the Subject Area and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City's General Plan, and is depicted in more detail on "**Exhibit B**" attached hereto (the "**Concept Plan**"); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area as R-1 in exchange for improved home construction standards and a maximum number of lots pertaining to the Subject Property; and

WHEREAS, City believes that entering into the Agreement with Master Developer is in the best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 "City" shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Point, Utah 84015.

1.2 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.3 "Master Developer" shall mean Gardner Sunset Ridge LLC. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Master Developer or any successor in interest to the Master Developer's interest hereunder. In the interest of advancing the development of the Subject Property, however, any responsibility under this Agreement may be completed by any Project Developer so that the completing Project Developer may proceed with their Project on their respective parcel.

1.4 "Master Developer' Undertakings" shall have the meaning set forth in Article IV.

1.5 "Project" means a separate phase or area of the Subject Property to be developed by a Project Developer pursuant to the terms of this Agreement.

1.6 "Project Developer" means the developer of a separate phase or area of the Subject Property that has received assumed the rights and obligation of Master Developer under this Agreement with respect to a Project.

1.7 "Subject Area" shall mean the 17.04 acres as legally described in Exhibit A.

ARTICLE II
CONDITIONS PRECEDENT

2.1 The zoning of the Subject Area consistent with the Concept Plan is a condition precedent to Master Developer' Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which means 17.04 acres of R-1 zoning.

2.2 With respect to all zoning designations, Master Developer agrees to design and construct superior quality structures and amenities and to comply with all landscaping provisions of the West Point City Ordinances and specific setback, landscaping requirements of Article IV of this agreement.

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to an ordinance of the West Point City Council.

ARTICLE III
CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article II, the City shall accept an application for a subdivision of the Subject Area from the Developer. The subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE IV
MASTER DEVELOPER' UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III, and provided Master Developer has not terminated this Agreement pursuant to Section 8.8, Master Developer agrees to the following:

4.1 Development. Master Developer shall have the right to develop up to 37 single family lots ("Maximum Residential Units") on the subject property in substantial conformity with the attached concept plan (see Exhibit B). Substantial conformity shall mean the general layout is consistent with the intent and overall design of the concept plan. The concept plan shall still be required to go through the subdivision process as outlined in West Point City Code and meet all requirements listed.

4.2 Subdivision. Developer acknowledges that the development of the Maximum Residential units requires the Subdivision application comply with all City ordinances and the terms of this agreement. The City's entry into this agreement does not guarantee that the Developer will be able to construct the Maximum Residential Units.

4.3 CCRs. Master Developer shall record Covenants, Conditions and Restrictions providing for the following:

4.3.1 Architecture. The following restrictions on single-family homes built in the subdivision:

i. Minimum square footage of 1,500 sq. ft. on main level for rambler style homes.
ii. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.
iii. Minimum square footage of 1,750 sq. ft. for one story, slab on grade style homes.
iv. All homes will have a minimum 2 car garage.
v. No vinyl siding will be allowed.
vi. Exterior materials must comply with one of the following three options to provide for variation and accommodate the latest in architectural design trends:
    1. 40 percent brick or stone on the front of the home.
    2. 30 percent brick or stone on the front of the home with a three-foot wainscot of brick or stone on both sides.
    3. All Hardie-board or equivalent product on the entire home. There may be accents of brick or stone.

4.4 Amendments. Master Developer agrees to limit development of the Subject Area to the residential and open space uses provided for herein. If other uses are desired, Master Developer agrees to seek an amendment of this Agreement providing for such additional uses.

4.5 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits - Master Developer. Master Developer, or the applicable Project Developer, shall have the sole responsibility for obtaining all necessary building permits in connection with Master Developer' Undertakings pertaining to the applicable Project and shall make application for such permits directly to West Point City and other appropriate agencies having authority to issue such permits in connection with the performance of Master Developer' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Master Developer or applicable Project Developer shall, in good faith, reasonably pursue completion of the applicable Project or Projects. Each phase or completed portion of a Project must independently meet the requirements of this Agreement and the City's ordinances and regulations applicable thereto, such that it will stand alone, if no further work takes place on the Project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Master Developer and their contractor, representatives of City shall have the right to access the Subject Area without charges or fees during the period of performance of the Master Developer' Undertakings.

5.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

5.5 Basements. Basements may be permitted in the Subject Area subject to West Point City Code section 15.16.010.

ARTICLE VI
REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieve Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If Master Developer or the applicable Project Developer fails to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other

established requirements, City is authorized to issue orders requiring that all activities within the applicable Project cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Master Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Master Developer. In the event of a default by a Project Developer, Master Developer may elect, in their discretion, to cure the default of such Project Developer, provided, Master Developer's cure period shall be extended by thirty (30) days.

ARTICLE VII
VESTED RIGHTS—INFRASTRUCTURE IMPROVEMENTS

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City's reserved legislative powers under Section 7.2, below.

7.2 Reserved Legislative Powers. The Parties acknowledge that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State

of Utah. Any such proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

7.3 Infrastructure and the Provision of Municipal Services.

7.3.1 Construction of Necessary Infrastructure. Master Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure which are located on and/or necessary to service any portion of each applicable Project, including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Successors and Assigns of Master Developer. This Agreement shall be binding upon Master Developer and its successors and assigns, and where the term "Master Developer" is used in this Agreement it shall mean and include the successors and assigns of Master Developer. The City shall not unreasonably withhold or delay its consent to any assignment or change in Master Developer (successor or assign of Master Developer) of the Subject Area.

8.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Master Developer:
GARDNER SUNSET RIDGE LLC
201 S Main St, Suite 2000
Salt Lake City, UT 84111

To City:
WEST POINT CITY CORPORATION
3200 West 300 North
West Point, Utah 84015

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

8.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Master Developer.

8.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

8.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Master Developer or Project Developer affected by the amendment.

8.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

8.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

8.7 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

8.8.1 With regard to Master Developer' Undertakings, performance of the Master Developer' Undertakings as set forth herein.

8.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon Master Developer's request (or the request of Master Developer' assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

8.9 Recordation. This Agreement shall be recorded upon approval and execution of this Agreement by the Master Developer and the City's granting of the zoning approvals contemplated in Article II.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

WEST POINT CITY CORPORATION

_____

BRIAN VINCENT, Mayor

ATTEST:

_____

CASEY ARNOLD, City Recorder

Gardner Sunset Ridge LLC

_____

RULON GARDNER, Manager

EXHIBIT A

Legal Description of Property

Parcel ID Numbers: 12-044-0061 and 12-044-0062

EXHIBIT B

Concept Plan



ORDINANCE NO. 04-07-2026B

AN ORDINANCE REZONING PROPERTY LOCATED AT APPROXIMATELY 4750 W 700 S FROM A-40 to R-1 (RESIDENTIAL 2.2 UNITS PER ACRE)

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City" has determined to rezone certain property; and

WHEREAS, a public hearing was duly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the City Council has duly considered said rezone; and,

WHEREAS, the City Council, after due consideration of said rezone, has concluded that it is in the best interest of the City and the inhabitants thereof that said rezone be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the property from the A-40 zone and placing the property in the R-1 zone

Legal Description:

See Exhibit A attached hereto.

Section Two: **ORDINANCES TO CONFORM WITH AMENDMENTS**

The West Point City Director of Community Development is hereby authorized and directed to make all necessary changes to the West Point City Zoning Map to bring it into conformity with the changes adopted by this Ordinance.

Section Three: **Severability**

In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

Section Four: **Effective Date**

This Ordinance shall take effect immediately upon passage and adoption and publication of a summary as required by law.

DATED this 7th day of April, 2026.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

_____
Casey Arnold
City Recorder

EXHIBIT A

Legal Description:
Parcel ID numbers: 12-044-0061 and 12-044-0062

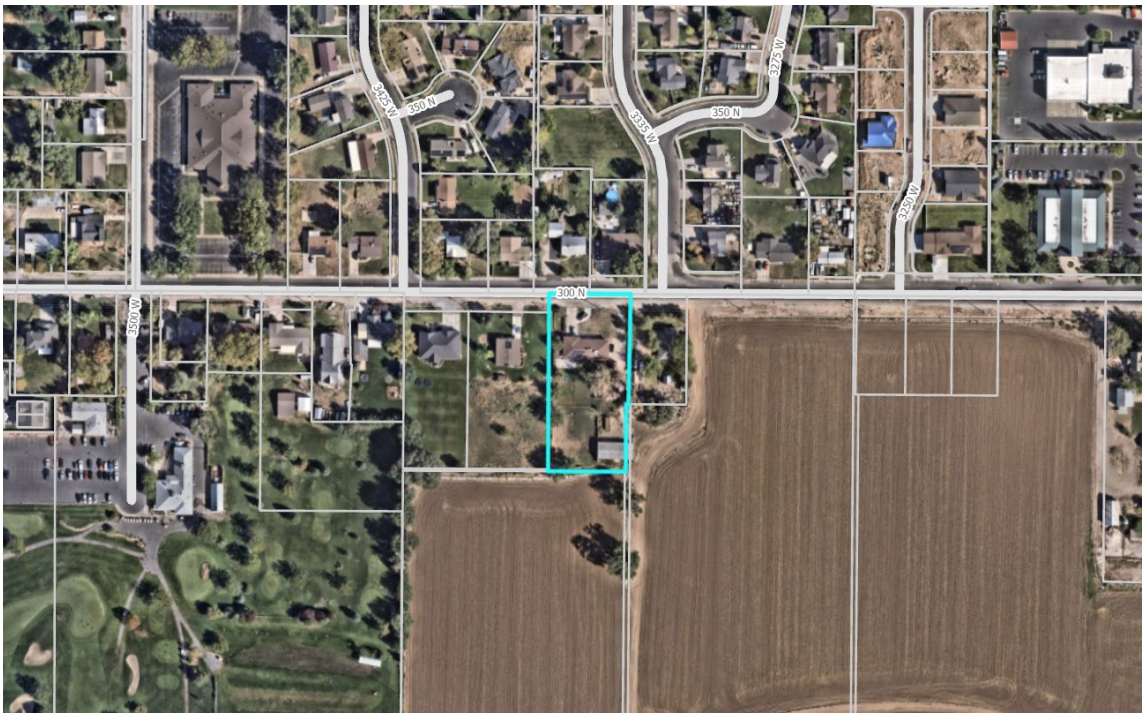
CITY COUNCIL STAFF REPORT

Subject: Rezone – 3381 W 300 N
Author: Bryn MacDonald
Department: Community Development
Date: April 7, 2026

Background

The applicant, Kyle Norton, is requesting a rezone of the back of the property located at 3381 West 300 North from A-40 Agricultural to R-2 Residential (2.7 units per acre). The front of the property is already zoned R-2. The purpose of the request is to allow for the future creation of a flag lot on the 1.11-acre subject property.

The West Point City General Plan designates the property within the Main Street Overlay District.



Process

Rezoning is a legislative action, giving both the Planning Commission and City Council broad discretion in determining whether the request promotes the public welfare. Concept plans are typically reviewed concurrently with a rezone application to evaluate General Plan consistency, access, and overall development feasibility. Preliminary and final subdivision design and engineering are reviewed through a subdivision application process. The Planning Commission held a public hearing on February 12, 2026, and recommended approval of the rezone. There were no public comments received at the hearing. The City Council must now hold a public hearing and make a final decision.

Analysis

The total property is 1.11 acres in size and is located within the Main Street Overlay District as identified in the West Point City General Plan. The front 0.71 acres is currently zoned R-2. Approximately 0.40 acres of the back of the property is zoned A-40. The applicant is requesting a rezone of the back portion of the subject property from A-40 (Agricultural) to R-2 (Residential) in order to pursue a future flag lot application.

CURRENT ZONING

GENERAL PLAN



No flag lot or subdivision plans have been submitted with this rezone request. Approval of the rezone would not approve a flag lot or any specific development at this time. If the rezone is approved, the applicant would be required to submit a separate flag lot application, which would be reviewed and acted upon by the Planning Commission and would need to meet all applicable City Code requirements. Any site-specific design, access, or lot configuration issues would be addressed during the flag lot review process.

Recommendation

The Planning Commission recommended approval of the rezone to R-2. The City Council needs to determine whether the requested rezone is consistent with the General Plan, including the intent and objectives of the Main Street Overlay District.

Attachments

Ordinance

ORDINANCE NO. 04-07-2026C

AN ORDINANCE REZONING PROPERTY LOCATED AT 3381 W 300 N FROM A-40 to R-2 (RESIDENTIAL 2.7 UNITS PER ACRE)

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City" has determined to rezone certain property; and

WHEREAS, a public hearing was duly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the City Council has duly considered said rezone; and,

WHEREAS, the City Council, after due consideration of said rezone, has concluded that it is in the best interest of the City and the inhabitants thereof that said rezone be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the property from the A-40 zone and placing the property in the R-2 zone

Legal Description:

See Exhibit A attached hereto.

Section Two: **ORDINANCES TO CONFORM WITH AMENDMENTS**

The West Point City Director of Community Development is hereby authorized and directed to make all necessary changes to the West Point City Zoning Map to bring it into conformity with the changes adopted by this Ordinance.

Section Three: **Severability**

In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

Section Four: **Effective Date**

This Ordinance shall take effect immediately upon passage and adoption and publication of a summary as required by law.

DATED this 7th day of April, 2026.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

_____
Casey Arnold
City Recorder

EXHIBIT A

Legal Description:
Parcel ID number: 12-038-0075

CITY COUNCIL STAFF REPORT

Subject:	Interlocal Agreement – Storm Water Coalition
Author:	Boyd Davis
Department:	Engineering
Meeting Date:	April 7, 2026

Background

The Davis County Storm Water Coalition is a group formed by the 15 communities in the County to collectively accomplish requirements of the National Pollutant Discharge Elimination System (NPDES) as set forth by the Environmental Protection Agency (EPA). The purpose of the program is to educate the public and create policies that are aimed at eliminating sources of pollution found in storm water runoff.

Every city is required by the federal government to create a storm water management plan and obtain a permit that covers all storm water activities within the city. The permit allows several communities to collaborate in their efforts if there is the possibility to do so. The cities in Davis County decided that it would be beneficial to work together on many of the permit requirements and thus the Davis County Storm Water Coalition was formed.

Analysis

The Coalition was originally formed in 2003 by an inter-local agreement and has been renewed every 5 years. Although the agreement has expired, the group has continued to function and perform the duties agreed upon because it has been beneficial, thus the agreement should be renewed. The new agreement would take effect immediately and expire in 2031.

The inter-local agreement has two main purposes; first, to set forth the activities that the cities agree to jointly implement, and second, to agree to share the costs of the various activities. The expenses of the Coalition are shared based upon the census population data. West Point City's obligation for FY 2027 will be $1,815. This has been budgeted each year in the storm water fund.

The activities coordinated by the Coalition consist mainly of educational and training materials and opportunities. For example, the Coalition contributes to TV commercials aimed at pollution prevention and also offers training classes to teach contractors how to prevent pollution entering the storm drains from construction sites.

Recommendation

Staff recommends approval of the agreement by resolution.

Significant Impacts

The expenses of the Coalition are shared based upon the census population data. West Point City's obligation for FY 2027 will be $1,815. This has been budgeted each year in the storm water fund.

Attachments

Resolution
Interlocal Agreement

RESOLUTION NO. 04-07-2026C

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE DAVIS COUNTY STORM WATER COALITION

WHEREAS, the Davis County Storm Water Coalition was formed by interlocal agreement between the cities of Davis County; and

WHEREAS, The agreement will expire in May 2026 and must be renewed every 5 years; and

WHEREAS, and interlocal cooperative agreement has been prepared, which outlines the responsibilities of each party and a methodology for sharing the costs of the Coalition.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City as follows:

1. The Interlocal Cooperative Agreement, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

PASSED AND ADOPTED this 7th day of April, 2026

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

2026 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT

THIS AGREEMENT (Agreement) is entered into this 8th day of September, 2026, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS (Parties).

WITNESSETH:

WHEREAS, the parties are "public agencies," and are authorized by the *Utah Interlocal Cooperation Act,* §11-13-101, *et seq., Utah Code Annotated,* to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its "Final Rule" setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the Permit; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit.

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:

   i. Residents.

   ii. Institutions, industrial and commercial facilities.

   iii Developers and contractors (construction); and

   iii. Municipal Separate Storm Sewer System **(MS4)** owned or operated facilities.

b. Use the Coalition as a county-wide committee to:

   i. Train personnel.

   ii. Create partnerships; and

   iii. Obtain input and feedback from special interest groups.

c. Annually contribute updated storm drain system information for county-wide mapping purposes.

d. Jointly prepare and promote model ordinances, updates and standards that address:

   i. Illicit discharges.

   ii. Construction site storm water runoff; and

   iii. Long-term storm water management.

e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction **BMPs**.

f. Jointly participate to develop draft Standard Operating Procedures.

g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges.

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2031) and for an additional 120 days from the effective date of the renewal of the Permit by DWQ.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* § 63G-7-101, *et seq.,* as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Each party shall be responsible and shall defend the action of its own employees, negligent

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

[Signature Pages to Follow]

Date _____

DAVIS COUNTY

By: _____
John Crofts, Chair
Davis County Commission

ATTEST:

_____
Brian McKenzie
Davis County Clerk/Auditor

Approved as to Form:

_____
Office of Davis County Attorney

Date_____

CITY OF WEST POINT

By: _____

Mayor

ATTEST:

_____
City Recorder

Approved as to Form:

_____
City Attorney

3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES

WEST POINT CITY HALL

January 20th, 2026

Mayor:
Brian Vincent
City Council:
Trent Yarbrough, *Mayor Pro Tem*
Jerry Chatterton
Annette Judd
Michele Swenson
Jeremy Strong
City Manager:
Kyle Laws

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held on January 20, 2026, at 6:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 838 4119 8770 at https://zoom.us/join or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Annette Judd, and Council Member Jeremy Strong

EXCUSED: Council Member Trent Yarbrough and Council Member Michele Swenson

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; Kenny England, Public Works Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Alan & JoAnn Parker, Clint McQuiddy, Rena hunt, Lacy Richards, Nate Wycherley, Misti Parker, Dale Parker, Dixie Bunot, Ryan Hymas, PJ Roubinet, and Hilary Ray. No sign-in is required for those viewing online.

1. **Code Enforcement Update – *Mr. Bruce Dopp***

   Mr. Bruce Dopp, the City's Code Enforcement Officer, provided an overview of recent code enforcement activities and trends within the City.

   The Fall Clean-Up event, held October 24–25, 2025, was again highly successful and continues to grow in participation each year. He explained that multiple dumpsters are placed at City parks and are often filled before the official start time due to strong resident participation. He noted that the event is well received and should continue as a valued service to residents.

   Council Member Chatterton asked about enforcement related to hazardous materials such as paint, tires, and propane tanks. Mr. Dopp explained that while the City publishes restrictions through newsletters, signage, and the website, it is difficult to fully prevent prohibited items from being placed in dumpsters. He shared examples of improper disposal, including propane tanks, and stated that Staff does their best to mitigate these issues each year.

   Mr. Dopp also reported that he issued 419 winter parking courtesy notices, the highest number to date. He emphasized that the City's current ordinance, which is based on fixed calendar dates rather than snow events, remains effective. The restrictions were recently updated from beginning November 1st to beginning November 15th. He noted that other cities that attempt weather-based enforcement received significant public pushback and noncompliance. While some residents expressed frustration, overall compliance has been good.

   He also reported issuing 34 tree trimming courtesy notices, with strong compliance from residents and only three of those issued required follow-up with formal violations. Mr. Dopp highlighted that weed complaints were significantly higher this year due to a wet spring, with particular concern regarding fire hazards in backyards. He noted increased issues with developers not maintaining weeds on undeveloped lots and stated that Staff is working more closely with developers to address those concerns.

   Mr. Dopp discussed ongoing issues with illegal parking, particularly RVs and trailers creating line-of-sight hazards near intersections and school zones. He emphasized that these are treated as high-priority safety concerns.

DRAFT

He further explained that he conducts weekly patrols to remove illegal signage placed in public rights-of-way, noting that these signs are often placed by third-party marketing companies and are rarely reclaimed.
Council Member Chatterton asked about habitual offenders, and Mr. Dopp indicated he would follow up privately regarding specific cases.

The Council had no further questions or comments. Mayor Vincent thanked Mr. Dopp for his continued efforts and service to the City.

2. Discussion Regarding Impact Studies in the Annexation Area – *Mr. Boyd Davis*

Mr. Davis presented the results of infrastructure studies conducted for the recently annexed areas and surrounding potential annexation areas. He explained that the studies were completed in coordination with Davis County, which contributed funding, and were necessary to evaluate whether existing infrastructure could support future development, including the Parker's Place and Ivy Meadows subdivision proposals.

Mr. Davis explained that the road study determined that the existing two-lane road system is sufficient to handle projected traffic volumes through 2050; however, the condition and width of the roads require improvements. He stated that certain segments of 2425 North are currently too narrow to meet safety and fire code standards and should be widened from approximately 20 feet to 26 feet, with gravel shoulders and asphalt overlay improvements to extend the life of the roadway. The estimated cost for these improvements is approximately $550,000. Council Member Chatterton asked whether the widening would be centered or shifted to one side, and Mr. Davis explained that widening on one side is currently assumed for efficiency, though final design decisions will be made at a later stage.

Mr. Davis then reviewed the storm drain study, explaining that the system is more complex than originally anticipated and that the two developments drain in different directions. He noted that portions of the existing system are already at or over capacity during storm events and that adding development without upgrades would result in flooding conditions. Several design scenarios were analyzed, and the recommended approach includes on-site detention of stormwater by developers combined with controlled release rates, allowing the City to preserve some existing infrastructure while upgrading key downstream pipes to larger sizes, generally 36 inches.

He reported that the estimated cost of storm drain improvements is approximately $935,000 for Ivy Meadows and $1.3 million for Parker's Place, for a combined total of approximately $2.2 million. Mr. Davis explained that these costs are eligible for reimbursement through impact fees, though the timing of reimbursement depends on the pace of development in the area.

Discussion focused on how these infrastructure improvements would be funded. Mr. Laws emphasized that the City does not subsidize development infrastructure with taxpayer funds and that costs are typically paid for by developers and potentially shared with Davis County, with the City's role being limited to collecting and distributing impact fees over time. Council Member Chatterton asked whether impact fees would be specific to the annexation area or applied citywide, and Mr. Davis indicated that a separate impact fee structure for the area is likely due to the higher infrastructure costs.

Council Member Strong asked whether it would be beneficial to determine Davis County's level of financial participation before proceeding further. Mr. Laws explained that while that information would be helpful, developers may still choose to move forward with the rezone process, understanding that development agreements would require them to install the infrastructure regardless, with potential reimbursement or cost-sharing addressed later.

Mr. Davis and Mr. Laws explained that the rezone applications for these properties had been placed on hold pending completion of the studies. With the studies now complete, Staff requested direction from the Council on whether to resume consideration. The Council discussed the balance between approving rezonings and ensuring infrastructure commitments are secured. It was noted that development agreements would require the installation of necessary infrastructure and that no building permits would be issued until those improvements are completed.

The Council generally expressed comfort moving forward with the rezone process, recognizing that applicants may choose to proceed or wait depending on their willingness to pay for the initial costs of constructing the necessary infrastructure.

DRAFT

3. **Discussion Regarding Nielsen's Frozen Custard – *Mr. Boyd Davis***

Mr. Davis presented a request from the developer of a proposed Nielsen's Frozen Custard seeking a reduction in City building permit fees. He explained that these total estimated fees for the project are approximately $38,000, of which roughly $28,000 are assessed by the City. The other fees are assessed by various other entities, which are collected by the City through the building permit process and then passed on. The applicant has indicated that he budgeted $18,500 for permit-related costs and is requesting a reduction of approximately $19,528.

Mayor Vincent noted that such requests are not uncommon for commercial developments, as cities may consider fee reductions in light of the long-term economic benefits associated with sales tax generation and increased commercial activity.

Mr. Laws provided context by explaining that similar establishments generate between $17,000 and $35,000 annually in sales tax revenue, suggesting that the City could recoup the requested reduction relatively quickly. Council Member Chatterton questioned whether the applicant had adequately researched permit costs prior to establishing his budget and expressed concern about setting precedent.

Rick Scadden, who is related to the project, addressed the Council and explained that the project has faced significant financial challenges, including high equipment costs and tight margins. He noted that multiple parties have already made financial concessions to keep the project viable and emphasized the desire to bring the business to West Point.

Council Member Judd asked clarifying questions regarding fee calculations and site adjustments, including the impact of slight reductions to the site layout.

The Council discussed whether to grant the full requested reduction or consider a lesser amount, weighing the long-term benefits of the project against concerns about fairness and precedent. Staff noted that the applicant did not request the full amount eligible for reduction, which was viewed positively. The Council will continue the discussion and possibly consider approval of the request at the next meeting.

4. **Discussion Regarding a General Plan Amendment Request for Property at 2084 N 5000 W (Nilson Homes) – *Mrs. Bryn MacDonald***

Mrs. MacDonald presented a request from Nilson Homes to amend the General Plan designation for approximately 4.4 acres located near 2084 North 5000 West from R-1 to R-4. She reminded the Council that the item had previously been discussed in November and had been postponed to allow the applicant to provide additional information, including a concept plan and clarification regarding adjacent properties.

Mrs. MacDonald reviewed the submitted concept plan, which proposed smaller, detached single-family homes on private lanes, similar in style to developments recently constructed in surrounding communities. She explained that while the homes are detached, the lots are smaller than traditional R-1 lots, generally around 5,000 square feet. She also presented a conceptual layout for the adjacent Archuleta property to demonstrate that future development of that parcel would still be feasible and would not be landlocked by the proposed layout.

Council Members asked clarifying questions regarding the Archuleta property, and Staff explained that the concept shown was for illustrative purposes only and not a proposal from that property owner. It was noted that the parcel is currently designated R-1 and that the concept was intended to demonstrate potential connectivity and layout options if future development were to occur. Staff further explained that development of that parcel under R-1 standards may be more challenging due to depth and width requirements.

Discussion also included roadway access and spacing along 5000 West, with Staff noting that full access points may require exceptions due to spacing limitations and that alternative configurations, such as cul-de-sacs, could be utilized. Council Members confirmed that the proposed homes are detached single-family units and discussed the growing demand and popularity of smaller lot single-family housing products.

DRAFT

The applicant addressed the Council and noted that Planning Commission had recommended denial based on a perceived lack of public benefit. In response, the applicant emphasized that the project would include installation of a UDOT required trail connection through the property, which would tie into the City's broader trail system, as well as coordination of a sewer line extension along 5000 West. The applicant indicated these elements should be considered as public benefits associated with the proposal.

The Council directed Staff to schedule a public hearing for the next meeting to allow consideration of public input as they continue the discussion in subsequent meetings and take action on the request.

5. Other Items

No other items were discussed.

The Administrative Session adjourned.

DRAFT

3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES

WEST POINT CITY HALL

January 20th, 2026

Mayor:
Brian Vincent
City Council:
Trent Yarbrough, *Mayor Pro Tem*
Jerry Chatterton
Annette Judd
Michele Swenson
Jeremy Strong
City Manager:
Kyle Laws

General Session

7:00 PM

Minutes for the West Point City Council General Session held on January 20, 2026, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 838 4119 8770 at https://zoom.us/join or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Annette Judd, and Council Member Jeremy Strong.

EXCUSED: Council Member Trent Yarbrough and Council Member Michele Swenson

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; Kenny England, Public Works Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Rena Hunt, PJ Roubinet, Heather Christopherson, Ryan Hymas, and Hilary Ray. No sign-in is required for those viewing online.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought** – Given by Council Member Chatterton
4. **Communications and Disclosures from City Council and Mayor**

   Council Member Yarbrough – Absent

   Council Member Judd – None

   Council Member Swenson – Absent

   Council Member Chatterton – Stated that he did have some comments, but would wait for a future meeting to share.

   Council Member Strong – Expressed appreciation for the opportunity to serve on the City Council and stated he is excited and grateful to be at his first meeting tonight.

   Mayor Vincent – Provided a report from the North Davis Fire District, noting that December was a particularly busy month. He reported that the Clearfield station had approximately 280 calls, Sunset had 80 calls, and West Point had 40 calls. He further explained that the NDFD responded to multiple simultaneous calls on numerous occasions, including instances of two, three, and even four concurrent calls. Mayor Vincent expressed appreciation for the service provided by the Fire District and the amazing job that they do serving our community.

5. **Communications from Staff**

   Mr. Laws informed the Council of the upcoming Staff/Council Lunch scheduled for the following Tuesday and noted that additional details would be sent out. He also reminded the Council and public that the February 3rd City Council meeting is canceled due to the

DRAFT

annual City Council Planning & Visioning Session that will take place on February 6th and 7th. Mayor Vincent noted that more details on this annual planning meeting will be sent within the coming days.

.

6. Citizen Comment

Rena Hunt – Hooper: Asked for an update regarding the status of the sewer line installation along 5500 W.

Mayor Vincent directed Ms. Hunt to speak with Boyd Davis, City Engineer, who can provide her with all the information about the sewer project.

7. Appointment of West Point City Planning Commissioners – *Mayor Brian Vincent*

Mayor Vincent presented the two nominees he has selected to fill the open positions on the Planning Commission: Ryan Hymas and Kyle Norton. He explained that multiple residents were interviewed and it was a great group of candidates, all of which would have done a good job in the position. He stated that both of these individuals are well-respected in the community and come with valuable skills and experience that they can contribute to the City.

The Council had no questions or concerns.

Council Member Chatterton motioned to approve the appointment of Kyle Norton and Ryan Hymas to three-year terms on the Planning Commission as recommended by the Mayor
Council Member Judd seconded the motion
All in Favor: All
Opposed: None
The Council unanimously approved

8. Consideration of Resolution No. 01-20-2026A, Approving the Appointment of Mayor Pro Tempore – *Mayor Brian Vicent*

Mayor Vincent presented the appointment of Council Member Trent Yarbrough as Mayor Pro Tempore for the upcoming year.

The Council had no questions or concerns.

Council Member Judd motioned to approve Resolution No. 01-20-2026A, approving Council Member Trent Yarbrough to serve a one-year appointment as Mayor Pro Tempore as recommended by the Mayor
Council Member Strong seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

9. Consideration of Resolution No. 01-20-2026B, Approving Appointments to Local District Boards & Committees – *Mayor Vincent*

Mayor Vincent reviewed his recommended assignments for Council Members to various boards and committees for two-year terms. He stated that he would continue serving on the North Davis Sewer District and Wasatch Integrated Waste Management District Boards. He, along with Council Member Judd and Council Member Chatterton would continue serving on the North Davis Fire District Board. Council Member Swenson was assigned to the Mosquito Abatement District. Council Member Yarbrough was assigned to the Arts Council, Council Member Judd agreed to continue serving as liaison to the Youth Council, and Council Member Strong was assigned to the Party at the Point Committee.

He expressed his appreciation to the Council for their willingness to accept these assignments. The Council had no questions or comments.

Council Member Chatterton motioned to approve Resolution No. 01-20-2026B, approving the listed appointments of Council Members to two-year terms to the respective boards and assignments as recommended by the Mayor
Council Member Strong seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

10. Consideration of Approval of Meeting Minutes:

a. August 16, 2025 City Council Meeting
b. November 18, 2025 City Council Meeting
c. October 7, 2025 City Council Meeting
d. December 2, 2025 City Council Meeting

Council Member Judd motioned to approve the minutes for the listed meeting dates
Council Member Chatterton seconded the motion
In Favor: All
Opposed: None
The Council unanimously approved

11. Consideration of Acceptance of the FY2025 Financial Audit for West Point City – *Mr. Ryan Harvey*

Mr. Harvey presented the FY2025 Financial Audit, briefly explaining the audit process and acknowledging the efforts of all those involved. He expressed special appreciation to Megan Mills, City Treasurer, for all the work that she does preparing for the audit and to Heather Christopherson and the rest of her team at Ulrich & Associates, the City's auditing firm, for conducting the audit.

He stated that he is happy to report that the FY25 Audit resulted in no findings, which is great news and is always the desired outcome. He explained that one recommendation was provided regarding clearing outstanding checks older than one year, and Staff is currently working to better understand and facilitate resolving those through the State's unclaimed property process.

Mr. Harvey provided a high-level overview of the City's financial position, noting that the City's net position increased to over $106 million, largely due to continued infrastructure development. He also reported that fund balances increased by approximately $2 million, primarily due to strong sales tax revenue and interest earnings. He stated that approximately $650,000 was transferred to the Capital Projects Fund and that sales tax revenues reached nearly $2.6 million for the fiscal year.

Council Members expressed appreciation for the report and the work completed by Staff all through the year to make sure that the City remains in good financial health, and congratulated all involved on a no-finding audit.

The Council had no questions or further comments.

Council Member Chatterton motioned to accept the FY2025 Financial Audit as presented
Council Member Judd seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

12. Consideration of Approval to Place the Bluff View Subdivision Phase 4 on One-Year Warranty – *Mr. Boyd Davis*

Mr. Davis explained that Phase 4 of the Bluff View subdivision has completed all required infrastructure improvements and has been inspected by Staff. He stated that the work meets City standards and recommended placing the subdivision on warranty.

The Council had no questions or concerns.

Council Member Strong motioned to approve placing Phase 4 on the one-year warranty period
Council Member Chatterton seconded the motion
In Favor: All
Opposed: None

13. Consideration of Approval to Remove the Sunview Estates Subdivision Phases 2 and 3 from Warranty – *Mr. Boyd Davis*

Mr. Davis reported that Sunview Estates Phases 2 and 3 have been on warranty for over a year, but all required improvements have now been completed. He explained that final inspections have been conducted and that all items are in good condition. He recommended removing Phases 2 and 3 from warranty.
Council Member Chatterton asked who performs the inspections, and Mr. Davis stated that the City's Public Works Inspector, Zane Adams, conducts those inspections and noted that he has been doing a great job for the City.

The Council had no questions or concerns.

Council Member Chatterton motioned to remove Phases 2 & 3 from the warranty period
Council Member Judd seconded the motion
In Favor: All
Opposed: None

14. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn
Council Member Strong seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2026:

_____
BRIAN VINCENT, MAYOR

_____
CASEY ARNOLD, CITY RECORDER

DRAFT

3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES

WEST POINT CITY HALL

February 17th, 2026

Mayor:
Brian Vincent
City Council:
Trent Yarbrough, *Mayor Pro Tem*
Jerry Chatterton
Annette Judd
Michele Swenson
Jeremy Strong
City Manager:
Kyle Laws

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held on February 17, 2026, at 6:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 859 8932 4553 at https://zoom.us/join or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, Council Member Trent Yarbrough and Council Member Jeremy Strong

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; Kenny England, Public Works Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Lacy Richards, Matt Meyer, and PJ Roubinet. No sign-in is required for those viewing online.

1. **Discussion Regarding a Request to Amend the General Plan Zoning Designation of Property Located at Appx. 2084 N 4500 W (*Nilson Homes, Applicant*) – *Mrs. Bryn MacDonald***

   Mrs. MacDonald presented the request to amend the General Plan designation for approximately 4.4 acres located near 2084 North 4500 West from R-1 (low density residential) to R-4 (medium density residential). She explained that the proposal is for small-lot, detached single-family homes on private lanes, similar in product type to other developments recently constructed in surrounding communities.

   She reviewed the concept plan submitted by the applicant, noting that the lots would generally range between approximately 4,000 – 5,000 square feet, with homes oriented along private lanes rather than traditional public streets. She explained that while the homes are detached, the overall density is higher than traditional R-1 subdivisions due to reduced lot sizes and the use of private infrastructure.

   Mrs. MacDonald also presented a conceptual layout of the adjacent “Archuleta” property to demonstrate that future development of that parcel would remain feasible and would not be landlocked by the proposed layout. She clarified multiple times that this was not a proposal from that property owner, but rather a conceptual exercise to show potential connectivity options.

   Council Members asked several questions regarding access, connectivity, and how the proposed layout would interact with surrounding parcels. Discussion focused on whether the Archuleta property could still reasonably develop under existing R-1 standards and whether the proposed design would create limitations for future access. Staff acknowledged that development of that parcel under R-1 standards may be more difficult due to depth and frontage constraints, but reiterated that options would still exist.

   Mr. Davis addressed infrastructure improvements along 4500 West, explaining that the developer would be responsible for installing utilities and roadway improvements adjacent to the project frontage. He noted that sidewalk improvements would be constructed along the project frontage but that a gap would remain along undeveloped neighboring properties until those parcels develop in the future.

DRAFT

The applicant then provided additional details regarding the proposed housing product, emphasizing that the homes would be detached single-family units intended to provide more attainable price points within the community. Estimated home sizes were discussed, generally ranging from approximately 1,400 to 1,800 square feet. The applicant indicated that pricing would likely fall in the upper $400,000 range, depending on market conditions.

The Council inquired as to how this proposal contributes to meeting any of the City's Moderate-Income Housing Plan goals, which is required by the State of Utah. is led to a broader discussion among Council Members regarding housing affordability and moderate-income housing goals. Staff explained that average current home prices in West Point are approximately 640,000, which requires an income in range of around $160,000 annually and moderate-income housing target defined by the State is approximately $390,000. So while the proposal may not fully meet that moderate-income threshold, it definitely is a step towards providing more attainable housing options in West Point compared to a traditional R-1 development. Additionally, the R-4 zone would require that all the units remain owner-occupied, meaning that they cannot be leased or rented.

The Council also inquired as to the reasoning behind the Planning Commission's recommendation for denial. PJ Roubinet, Planning Commission Chair, explained that the Planning Commission's concerns centered on maintaining lower-density character, responding to public sentiment, and uncertainty regarding the long-term impact of private lane developments within the City. He noted that the main concern was in regards to increasing the density across multiple projects in this part of the City and how that may affect the overall character of the area.

Council Members also discussed traffic impacts, particularly along 1800 North and 4500 West. Concerns were raised regarding existing congestion and how additional development in the area, specifically nearby Clinton City projects, could compound those issues. Staff explained that UDOT is aware of growth in the corridor and is evaluating long-term improvements, including plans for the widening and realignment of key roadways.

Additional discussion focused on the broader planning question of housing diversity within the City. Several Council Members acknowledged that smaller-lot, detached housing is becoming increasingly common and may provide an important option for residents who cannot afford traditional lot sizes, while others expressed concern about continuing to increase density in areas already experiencing growth pressures.

Mrs. MacDonald confirmed that a public hearing is on the agenda in tonight's General Session, allowing for additional public input prior to the Council taking action to approve or deny the zoning designation amendment.

2. Discussion Regarding a Rezone Request for Property Located at Appx. 1800 N 4300 W (*Foothill LLC, Applicant*) – *Mrs. Bryn MacDonald*

Mrs. MacDonald introduced the rezone request for property located near 1800 North 4300 West, explaining that the application has been in process since 2022. The applicant, Foothill Ditch LLC, is now being represented by Nilson Homes. She noted that the request has evolved over time and that the current proposal reflects modifications made in response to prior feedback.

Mrs. MacDonald clarified that the project remains vested under the previous R-4 zoning standards, which allowed for higher density, no minimum lot sizes, and the use of private lanes. She reviewed the original concept plan, which included 72 townhome units at a density of approximately eight units per acre under the previous R-4 zoning designation. She then explained that the revised proposal reduces overall density to approximately six units per acre and introduces a mix of housing types, including 32 single-family homes and 24 townhomes. She emphasized that while the revised proposal aligns more closely with current R-4 density expectations, the applicant retains the right to develop under the previous code.

The applicant provided additional detail on the revised design, explaining that the mix of product types is intended to create a more balanced neighborhood and respond to market demand. They emphasized that private lanes are a key design element, allowing homes to face public streets while garages are accessed from the rear, resulting in a more aesthetically appealing streetscape.

Council Members asked detailed questions regarding the function and maintenance of private lanes. Staff explained that these lanes would be owned and maintained by an HOA, including snow removal, maintenance, and liability. Questions were also raised regarding garbage service, with Staff indicating that service would function similarly to other developments with private drives, though coordination with providers would be required.

Discussion then focused heavily on traffic and access concerns. Council Members again expressed concern about the concentration of traffic onto 4500 West and 1800 North, noting that these corridors are already experiencing increased traffic volumes. Questions were raised regarding potential additional access points or connectivity to surrounding roadways. The applicant explained that constraints like canals, existing development, and inclination of current property owners limit the ability to provide additional connections.

Mr. Davis addressed stormwater and utility infrastructure, explaining that the site drains toward the Howard Slough and that portions of the development would connect to both West Point and Clinton sewer systems. He noted that these infrastructure considerations significantly influence the layout and design of the project.

The Council also discussed development phasing and market absorption. The applicant acknowledged challenges experienced in prior townhome developments where too many units were constructed at once, leading to slower sales. They indicated that this project would be phased more carefully to align with market demand.

Council Member Swenson expressed concern about the overall complexity of the project, including the mix of housing types and reliance on private lanes, and indicated that she would like additional time to fully understand the layout and implications.

Council Member Yarbrough expressed support for providing first-time home buyers and others attainable housing opportunities but reiterated concerns regarding traffic congestion and infrastructure limitations in the area.

Mayor Vincent and other Council Members discussed the importance of balancing housing diversity with infrastructure capacity and long-term planning considerations. There was general acknowledgment that the proposal represents a reduction from the originally proposed density, but questions remain regarding how it fits within the broader development pattern of the area.

The Council agreed to schedule a public hearing regarding the rezone request for the next meeting on March 3rd to gather public input. Staff will work on drafting a development agreement to address infrastructure responsibilities and specific requirements for the property. Consideration to approve or deny both the development agreement and rezone request will be held in a subsequent meeting after more discussion.

3. Discussion Regarding a Rezone Request for Property Located at Appx. 4200 W 800 N (*George Wright, Applicant*) – *Mrs. Bryn MacDonald*

Mrs. MacDonald introduced the rezone request for property located at approximately 4200 West 800 North, located at the base of the bluff on the south side of the road. She explained that the property is currently zoned R-1 and the applicant is requesting R-2 zoning, which is consistent with the General Plan. She noted that the property is adjacent to the future West Davis Corridor, with the freeway expected to run immediately nearby. The proposed development includes approximately 13 lots, all west-facing, with a single road serving the subdivision. The lots are significantly larger than typical R-2 lots, resulting in a density of approximately 1.7 units per acre. The request for R-2 zoning is primarily driven by frontage requirements, as R-1 zoning would require 100 feet of frontage compared to 90 feet in R-2.

Mrs. MacDonald stated that this item had been previously discussed but was delayed due to the lack of a storm drain outfall. She confirmed that the applicant has since worked with UDOT to secure an easement and establish a stormwater solution.

Council Member Yarbrough asked about stormwater drainage, and Staff explained that runoff would be conveyed through a pipe under the freeway and discharged to an existing canal system maintained by the City. Mr. Davis further explained that existing utilities, including sewer and water lines, dictate the alignment of the proposed roadway and limit design flexibility.

Mrs. MacDonald reported that the Planning Commission had held a public hearing on the item, receiving two public comments expressing concerns about the property being wet. She noted that the storm drain solution is intended to address those concerns. After the public hearing, the Planning Commission recommended approval of the rezone request.

The Council agreed to schedule a public hearing for the next meeting on March 3rd and consider for final action following the public hearing. However, they also wanted to put the item back on the agenda in the administrative session of that meeting for additional discussion.

4. Other Items

Council Member Chatterton asked whether the North Davis Sewer District had taken action regarding the request for reduction of building fees by Nielsen's Frozen Custard. Mayor Vincent states that the item had not yet been placed on the Sewer District agenda.

Council Member Swenson noted that March 17 is caucus night, which conflicts with the second regularly scheduled Council meeting in March. Mayor Vincent indicated that he is aware of the conflict and will address it at the next meeting.

Council Member Yarbrough requested that sidewalks be included as a discussion item at a future Administrative Session. Mayor Vincent stated that sidewalks were a topic of lengthy discussion at the recent visioning session, from which Council Member Yarbrough was absent. The Mayor promised to provide him with the information presented and what was discussed.

No other items were discussed.

The Administrative Session adjourned.

DRAFT

3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES

WEST POINT CITY HALL

February 17th, 2026

Mayor:
Brian Vincent
City Council:
Trent Yarbrough, *Mayor Pro Tem*
Jerry Chatterton
Annette Judd
Michele Swenson
Jeremy Strong
City Manager:
Kyle Laws

General Session

7:00 PM

Minutes for the West Point City Council General Session held on February 17, 2026, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 859 8932 4553 at https://zoom.us/join or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Annette Judd, Council Member Michele Swenson, Council Member Trent Yarbrough and Council Member Jeremy Strong

EXCUSED: Council Member Chatterton *(excused after Item 7 for the remainder of the meeting)*

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; Kenny England, Public Works Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Lacy Richards, Matt Meyer, PJ Roubinet, Kathy Thomander, Dave Thomander, Kyle Norton, Elly Wright, Mark Adams, T. West, and Captain Mike Valencia. No sign-in is required for those viewing online.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought** – Given by Council Member Swenson
4. **Communications and Disclosures from City Council and Mayor**

   Council Member Yarbrough – None

   Council Member Judd – None

   Council Member Swenson – Reported on her first meeting in her new assignment with the Mosquito Abatement District, noting that much of the discussion centered on appreciation for the outgoing chair, introduction of new leadership, and potential plans for a new facility. She noted that mosquito activity is currently minimal due to the time of year.

   Council Member Chatterton – None

   Council Member Strong – None

   Mayor Vincent – Reported that the North Davis Sewer District is currently without a district manager and that the position is being advertised, with recruitment efforts underway.

5. **Communications from Staff**
   Mr. Laws stated that he had no communications to report at this time.

.

6. **Citizen Comment**

DRAFT

Mark Adams – Syracuse, UT: Mr. Adams addressed the Council regarding safety concerns at the intersection of 700 South and 4000 West. He explained that while he resides outside West Point City boundaries, the intersection impacts residents from multiple jurisdictions. Mr. Adams presented a diagram of the intersection and described significant increases in traffic due to nearby residential development, the opening of Highway 177, and the construction of Island View Elementary and Horizon Junior High. He stated that accident frequency has increased to more than one per year since 2022, including two recent accidents in December 2025 and January 2026. He described one incident in which a vehicle left the roadway, traveled through a yard, and struck a home. He further explained that the intersection currently includes stop signs for north-south traffic on 4000 West, with additional flashing lights recently installed, but no traffic control for east-west traffic on 700 South. He also noted that there is a crosswalk used by school children traveling east-west, but not a crosswalk for north-south, despite children regularly crossing in that direction. Mr. Adams expressed concern regarding increasing risk and accident severity and requested that both West Point and Syracuse City evaluate potential improvements, such as additional traffic control measures. He emphasized that he is not a traffic expert but is making this plea as a concerned parent and resident.

7. Update from the Davis County Sheriff's Office

Captain Mike Valencia introduced himself as the Captain over the Patrol Division and provided an overview of annual law enforcement statistics for West Point City.

He reviewed patrol hours, explaining that the average is approximately 900 hours per month. He noted that recent months appear lower due to implementation of a new GPS-based tracking system, which temporarily affects reported totals. He clarified that actual patrol presence is higher than reflected and that typically at least two deputies are assigned within the City at any given time. Council Member Strong asked whether school resource officer hours were included, and Captain Valencia clarified that those hours, as well as investigative hours, are tracked separately.

Captain Valencia reviewed crime statistics, noting that case numbers between 2024 and 2025 remain relatively consistent, with slight increases attributed to population growth. He then discussed dispatch calls and citation data, explaining that monthly citations generally range between approximately 100 and 210, and that totals do not include warnings or multiple violations issued under a single citation. Captain Valencia emphasized that deputies utilize both citations and warnings as enforcement tools and that warnings are often effective in deterring violations. Council Member Chatterton asked about seasonal spikes in citations, and Captain Valencia stated that winter parking enforcement likely contributed to increased citation activity during winter months.

He then reviewed investigation hours, noting that approximately 900 hours were spent on investigations. He addressed concerns related to child abuse and neglect reports, explaining that these cases often begin as allegations and do not necessarily result in formal charges. He noted that many reports are duplicates or fall outside City jurisdiction and that the reported numbers are within normal ranges compared to similar cities.

Council Member Chatterton raised concerns regarding speeding in a specific area near SR-93 and suggested targeted enforcement. Captain Valencia stated he would pass that information along and encouraged Council Members to also report specific concerns so that additional patrols could be assigned to those areas.

Captain Valencia expressed his appreciation for the partnership that exists between the DCSO and West Point, and specifically thanked Kyle Laws for being great to work with and for helping to create such a strong working relationship. Mayor Vincent and Council Members thanked Captain Valencia for the report and for the ongoing service the department provides to the City.

8. Consideration of Approval of Meeting Minutes:

a. October 21, 2025 City Council Meeting **b. December 16, City Council Meeting**

Council Member Swenson motioned to approve the minutes for the listed meeting dates
Council Member Yarbrough seconded the motion
In Favor: All
Opposed: None
The Council unanimously approved

9. **Consideration of Resolution No. 02-17-2026A, Granting a Reduction in Building Fees for Nielsen's Frozen Custard – *Mr. Boyd Davis***

Mr. Davis presented the request for a reduction in building fees associated with the Nielsen's Frozen Custard project located along 2000 West. He explained that the request applies only to one commercial pad and does not include fees assessed by external agencies such as the North Davis Sewer District or North Davis Fire District.

He reviewed the fee breakdown, noting that the City has control over approximately $28,000 in fees and that the applicant is requesting a reduction of $19,528, or approximately 70 percent. He explained that such requests are considered in cases of commercial development where anticipated sales tax revenue is expected to offset the reduction within a relatively short period, estimated at less than one year.

Council Member Swenson asked clarifying questions regarding access, noting that the project primarily accesses 2000 West. She also asked for confirmation that the request applies only to the Nielsen's site and not to the other commercial pads. Staff confirmed that the request was made solely on behalf of Nielsen's Frozen Custard and applies only to the building permit fees for this specific business on this specific commercial pad.

Council Member Strong asked how recovered tax revenue would be allocated. Mr. Laws explained that most of the affected fees would otherwise go to the General Fund and that tax revenue would similarly return to the General Fund, with no need for specific allocation.

Discussion also clarified that water, sewer, and stormwater fees would not be reduced, as those funds support enterprise systems.

Council Member Strong expressed support for the request, noting the likeliness of recouping costs quickly and that the city needs to be willing to work with businesses or risk losing them to other cities.

The Council had no questions or further comments.

Council Member Strong motioned to approve Resolution No. 02-17-2026A
Council Member Yarbrough seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

10. **Consideration of Ordinance No. 02-17-2026A, Amending the General Plan Zoning Designation for Property Located at Approximately 2084 N 4500 W from R-1 to R-4 – *Mrs. Bryn MacDonald***

Mrs. MacDonald presented the request to amend the General Plan zoning designation for approximately 4.4 acres located at 2084 North 4500 West from R-1 (low-density residential) to R-4 (medium-density residential).

She reviewed the current General Plan map, noting that the subject property is currently designated R-1, with surrounding zoning that includes R-1 immediately to the south, transitioning to R-4 and R-5 further south and at the corner within the Salt Grass development. She explained that the proposal is consistent with a broader pattern of mixed residential densities in the surrounding area, including development occurring in Clinton City to the north and west.

Mrs. MacDonald presented the applicant's concept plan, explaining that while this is a General Plan amendment and not a final development approval, the concept plan provides a representation of how the property may be developed. She noted that the plan proposes approximately six units per acre, consisting entirely of detached single-family homes on smaller lots, consistent with the R-4 zoning designation.

DRAFT

She emphasized that the homes would be smaller, single-family units and presented sample building elevations to illustrate the anticipated product type. She explained that these homes are intended to be more attainable than traditional large-lot homes in the City, though they would not fully meet moderate-income housing thresholds.

Mrs. MacDonald also provided a broader overview of the City's General Plan distribution, explaining that over 50 percent of the City is designated for larger-lot residential (R-1 through R-3), while R-4 and R-5 represent a much smaller percentage of the overall planned buildout. She noted that this proposal would incrementally increase the share of medium-density housing within the City.

She then addressed the City's moderate-income housing requirements, explaining that the State requires municipalities to plan for housing that is attainable for households earning approximately 80 percent of the area median income. She explained that this equates to an approximate home price of $390,000, while the current average home price in West Point is approximately $650,000. She indicated that the applicant anticipates home prices in the high $400,000 range, which, while not meeting moderate-income thresholds, would still represent a more attainable option compared to the City's current housing stock.

Mrs. MacDonald explained that the Planning Commission held a public hearing on the request in October and received no public comments at that time. She stated that the Planning Commission ultimately recommended denial of the amendment, citing concerns that the proposal did not align with the surrounding area and did not provide sufficient public benefit.

Council Member Swenson asked clarifying questions regarding the layout of the development, specifically confirming that the homes are detached single-family units rather than townhomes, and inquired about the approximate lot sizes. Mrs. MacDonald explained that the lots would generally range from approximately 3,500 to 4,500 square feet.

Council Member Swenson also asked about anticipated home sizes and whether basements would be feasible given soil and water table conditions in the area. Staff indicated that basements may not be feasible and that homes are anticipated to range approximately from 1,200 to 1,700 square feet.

Additional discussion focused on garage orientation and design. Mrs. MacDonald explained that the garages would be accessed from private lanes located behind the homes, allowing the front of the homes to face the street and create a more traditional streetscape appearance.

Council Member Swenson further asked about proposed open space and amenities, noting Planning Commission's concern regarding lack of public benefit. Mrs. MacDonald explained that detailed amenities would be determined at the rezone stage but indicated that the concept includes open space areas and a trail connection that would extend through the development and connect to the broader trail system, including a planned connection to 4500 West.

Council Member Swenson also asked about constraints on the property, including the presence of a canal along the eastern boundary. Staff confirmed that the canal limits development options and influences the layout of the site.

Mayor Vincent asked if there were any additional questions from the Council or for the applicant. No further questions were raised.

Mayor Vincent opened the public hearing.

a. Public Hearing

No comments.

Council Member Judd motioned to close the public hearing
Council Member Swenson seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

b. Action

Council Member Yarbrough motioned to approve Ordinance No. 02-17-2026A
Council Member Judd seconded the motion
Roll Call:
Council Member Yarbrough – Aye
Council Member Judd – Aye
Council Member Swenson – Aye
Council Member Strong – Nay
Council Member Chatterton – Absent
In Favor: Council Member Yarbrough, Council Member Judd, Council Member Swenson
Opposed: Council Member Strong
The motion to approve was passed by majority vote.

11. Motion to Adjourn the General Session

Council Member Yarbrough motioned to adjourn
Council Member Strong seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2026:

_____ _____
BRIAN VINCENT, MAYOR CASEY ARNOLD, CITY RECORDER

DRAFT